

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code <small>Firm-Fixed-Price</small>		Page 1 Of 44	
2. Amendment/Modification No. 0001		3. Effective Date 2005JUN10		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-ADBA MARIA KRAUS (586)574-7479 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: KRAUSM@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) <div style="display: flex; justify-content: space-between;">SCDPASADP PT</div>			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. Amendment Of Solicitation No. W56HZV-05-R-0424			
				<input type="checkbox"/> 9B. Dated (See Item 11) 2005MAY27			
				<input type="checkbox"/> 10A. Modification Of Contract/Order No.			
				<input type="checkbox"/> 10B. Dated (See Item 13)			
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <div style="margin-left: 20px;"><input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</div>							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.</div><div>The Changes Set Forth In Item 14 Are Made In</div></div>							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
<div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</div></div>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS AMENDMENT 0001 TO W56HZV-05-R0424 IS TO MAKE THE FOLLOWING CHANGES:

A. Replace Exhibit K, General Publication Requirements: paragraphs 3.16 through 3.21 were renumbered; the wording in paragraphs 3.3, 3.19-3.21 and 5.4 are changed as follows:

3.3. All new illustrations developed for the Operator and Maintenance TMs may be line drawings or photographs. Photographs should be produced from a digital camera (MIL-HDBK-1222C, paragraph 6.7) and meet the requirements of this contract and MIL-SD-40051-2, paragraph 4.7.27.2.3. If prescreened photographs and halftones appear in the existing COTS manual(s), you must assure delivery of final copy that will provide clear legible illustrations after reproduction in accordance with specifications in paragraph 2 entitled SPECIFICATIONS.

3.19 Your supplemental data must include the number of tasks in accordance with an approved maintenance analysis.

3.20 Your supplemental data must account for any difference between your proposed diagnostics testability analysis and the actual testability in accordance with CDRLS B013 and C013.

3.21 The requirement for and the Government evaluation of supplemental data for final manual approval will be in accordance with MIL-HDBK 1221, so include this effort and risk of changes in your price.

5.4. The Contractor shall support the combined Validation/Verification (VAL/VER) at TACOM, Warren MI. The Government will provide facilities, petroleum, oil, & lubricants (POL), common tools, common support equipment, and appropriate personnel. The Contractor will provide an approved configuration of the end item. The contractor will provide all mandatory replacement parts, special tools and support equipment that will be required during the combined VAL/VER.

B. Replace Exhibit A003, B015, C015, B004, C004, B006, C006, B008 and C008.

C. Replace Attachments 008, 009, and 010 in their entirety.

D. Replace last paragraph under L.27.5.6. Narrative Explanation with the following:

Offerors shall provide a narrative explanation of each labor category employed. This narrative shall explain the basis of the estimate, tied to the estimating methodology identified above. If an individual labor category is estimated with a methodology other than explained above, provide the basis of the estimate. Prime contractor shall include all direct hours to produce both maintenance manuals and RPSTLs, including subcontracts. Offerors shall explain the basis of the individual skill levels within a skill category. Offerors shall explain the time phasing of the hours against the interim milestones and the final delivery of both maintenance manuals and RPSTLs.

E. Replace L.27.2.c Shceduled Maintenance with the following:

Provide the times required to perform the maintenance tasks listed on Attachment 10. Provide documentation for the basis of each time estimate. Times listed in the srvice rate manual are preferred. If times are not available in service rate manual, provide credible documentation of estimated times. Identify all parts (quantities and cost), man-hours required to perform each task for each vehicle type on Attachment 10. If the offered vehicle(s) requires a maintenance action(s) other than those listed on Attachment 10 with a cumulative time of over 5 hours per year to perform, add the task(s) to Attachment 10 and provide all information on the chart. (Do not add routine operator tasks, i.e. fluid level checks, lube points and visual checks.)

F. Replace L. 27.4 Commonality with the following:

L.27.4 Subfactor 4: Commonality. The offerors proposal shall address the Commonality between the Light Type II and Heavy Type I/II models and demonstrate savings to the Army as a result of such commonality. Supporting data shall include, at a minimum:

- Identify common parts (must identify parts by P/N which must be the same for both vehicles to be considered common), components, tools (must identify components and tools by P/N which must be the same for both vehicles to be common), and diagnostic software (which must be the same version for both vehicles in order to be considered common) between the Light Type II and Heavy Type I/II vehicles. Explain in detail the benefits the Army derives from these common items including supporting data and analysis. Where benefit to the Army is asserted because of commonality for parts, components, tools, and diagnostics software, the offeror must at a minumum address the usage of the item(s) in explaining the benefit.
- Identify and explain common or similar maintenance, operation, and diagnostic procedures between the Light Type II and Heavy Type I/II vehicles. Explain in detail the benefits (e.g., reduced training) the Army derives from these common procedures, including supporting data and analysis. Where benefit to the Army is asserted because of

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commonality or similarity of maintenance, operation and diagnostics procedures, the offeror must at a minimum address the usage of the item(s) in explaining the benefit.

G. Replace M.6.4: Commonality with the following:

M.6.4 Sub factor 4 Commonality. The government will evaluate the offerors proposal and prepare a narrative assessment based on the extent to which the offered vehicles provide commonality between Light Type II and Heavy Type I/II that benefits the Army (i.e., how commonality reduces or does not place an additional burden on the Armys logistics footprint).

H. Add the words "on Attachment 10" in paragraph M.6.2.c Scheduled Maintenance as follows:

We desire a vehicle that requires the least amount of scheduled maintenance. We will compare the number of tasks, frequency, parts cost, and man-hours associated with the required maintenance actions on Attachment 10 to the current systems (2.5 yd: 3805-01-150-4814, 4.5 yd.: 3805-01-052-9042, and 5 yd: 3805-01-052-9043.) Current vehicles offering fewer maintenance tasks, longer intervals, lower parts cost and fewer man-hours are reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Those vehicles offering equal to or more maintenance tasks, shorter intervals, higher parts cost and equal to or more man-hours will generally be considered to impose a progressively higher maintenance burden on the Army.

I. Replace the email address for the Questionnaires under L.29.1, Logistics Past Performance, paragraph h to maria.v.kraus@us.army.mil.

J. Delete Puerto Rico from Zone 12, pragraph H.4, First Destination Transportation Zones, and change the word debarkation to embarkation in the last sentence:

Zone 12: North Carolina, South Carolina, Georgia, Florida.

For OCONUS shipments, the contractor is responsible only for costs to the port of embarkation.

K. Changes to the Purchase Description:

a. 3.9.4. Tires. Added sentence: If radial tires are unavailable, comparable bias tires may be substituted in their place.

b. 3.7 Maintainability. Change the last sentence to: The operators daily preventive maintenance checks and service (PMCS) on the FOL shall not exceed 30 minutes for each interval, i.e. 30 minutes before checks, 30 minutes during checks, and 30 minutes after checks.

c. 4.3.10 Maintainability was similarly changed to reflect this clarification in PMCS time interval.

L. Change the NOTE in Section B (narrative A001) as follows: FILL ALL CLIN PRICING INFORMATION IN ATTACHMENT 012, PRICING SHEET.

M. Changes to C.6.2.6.5 as follows:

C.6.2.6.5 The government desires early delivery of the supplemented manuals and is offering an incentive accordingly. See H.7 and H.9 The government is also imposing penalties for late delivery of supplemented manuals. See H.8 and H.10.

N. Change the number of days from 120 to 240 days in 52.209-3 (b), First Article Approval-Contractor Testing: The Contractor shall submit the first article test report within 240 calander days from the date of the contract. And change the next sentence to: Within 360 calendar days after the Government receives the test report,

O. Change the number of days from 120 to 240 days in 52.209-4 (a), First Article Approval-Government Testing: The Contractor shall deliver 8 units within 240 calendar days from the date of this contract, And change the para 2(b) to: Whithin 360 calendar days after the Government receives the first article,

P. Changes to H-6 are as follows:

H.6. Incentive For Early Delivery of F.A.T. Vehicles.

H.6.1. The contractor is required to deliver the test vehicles in accordance with provision F.1 of the solicitation.

However, the Government desires earlier delivery of the test vehicles if possible. All quantities of all three vehicle types must be delivered early to receive the incentive. If early delivery of the FAT vehicles is staggered, but the total quantity is ultimately delivered early, government will pay the bonus based on the date the last vehicle is delivered. For example, if six vehicles are delivered in 120 days and the remaining two are delivered in 150 days, the bonus paid will be the one applicable to the 150 day delivery. The Government will pay the contractor a bonus for early delivery as follows:

a. 10% of the contract price will be added to CLIN s 0101AA (light loader Type II FAT VEH), 0102AA (Heavy Loader Type I FAT), and 0103AA (Heavy Loader Type II FAT) if all three CLINS are delivered within 180 Days after contract Award

b. 15% of the contract price will be added to CLIN s 0101AA, 0102AA and 0103AA if all three CLIN s are delivered within 150 days after contract award.

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c. 20% of the contract price will be added to CLIN s 0101AA, 0102AA and 0103AA if all three CLIN s are delivered within 120 days after award.

In addition to the delivery and acceptance of the test vehicles, the contractor must also provide the following items prior to the time frames above in order to receive the applicable incentive award:

- i. All contractor support of Government Testing identified in E.6 of the RFP/contract.
- ii. Safety Assessment Report (SAR) required by provision C.10.2 and CDRLS B015 and C015.
- iii. Transportability Report required by provision C.9 and CDRL A009.

All items and data must be accepted by the Government prior to the required delivery dates to receive the incentive payment. The incentive payment will be paid upon successful completion of the Government test.

Q. Changes to H.7:

\$50,000 for delivery of Final Draft Equipment Publications with supplemental data IAW contract requirements within 360 days of contract award.

\$25,000 for delivery of Final Draft Equipment Publications with supplemental data IAW contract requirements within 390 days of contract award.

R. Changes to H.9:

\$50,000 for delivery of Final Draft Equipment Publications with supplemental data IAW contract requirements within 360 days of contract award.

\$25,000 for delivery of Final Draft Equipment Publications with supplemental data IAW contract requirements within 390 days of contract award.

S. Changes F-1 (a) as follows:

- a. The contractor shall present eight Government First Article Test Vehicles 240 days after contract award.
- 2. All other terms and conditions of the solicitation remain unchanged and in full force and effect.
- 3. The date and closing time remains unchanged.

*** END OF NARRATIVE A 002 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>NOTE: FILL ALL CLIN PRICING INFORMATION IN ATTACHMENT 012, PRICING SHEET.</u></p> <p><u>QUANTITIES USED IN THIS SOLICITATION ARE ESTIMATES.</u></p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST <u>TWO</u> DIGIT SIGNIFIES THE APPLICABLE ORDERING PERIOD AND THE LAST TWO DIGITS SIGNIFY THE ITEM. CLIN 0101 IS FOR THE FIRST ORDERING PERIOD, FIRST ITEM. CLIN 0201 IS FOR THE SECOND ORDERING PERIOD, FIRST ITEM.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE FIRST FIVE YEARS OF THE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING PERIOD</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING PERIOD</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING PERIOD</u> OF THE CONTRACT IS 730 DAYS THROUGH 1094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING PERIOD</u> OF THE CONTRACT IS 1095 DAYS THROUGH 1459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING PERIOD</u> OF THE CONTRACT IS 1460 DAYS THROUGH 1824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING PERIOD IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING PERIOD.</p> <p>(End of narrative A001)</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101AA	<u>1ST ORDERING PERIOD-FIRST ARTICLE TEST</u> NOUN: LIGHT LOADER TYPE II FAT VEH. <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240	4	EA	\$ _____	\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Hardware Deliveries

C.1.1 The contractor shall manufacture and deliver the Light Type II Loader and Heavy Types I/II Loaders. The Loaders shall be as identified in the TIQ (at Attachment 2) and as modified to meet all the technical requirements of Purchase Description (PD) "Family of Loaders" PD No. ATPD-2290 (Attachment 1) except para 3.5.1, survivability. (See H.11.) Delivery Orders will specify the vehicle type, quantity, delivery dates, destinations, and paint color. When specified in the Delivery Order, a 6,000 - 8,000 lb Forklift attachment, a 10,000 - 13,000 lb. Forklift attachment, or a sweeper attachment shall also be delivered. All hardware listed in C.1.2, C.1.3, and C.1.4 shall be included in the unit price of the vehicle.

C.1.2 Basic Issue Items (BII)

BII are those minimum items essential to place the Loader in operation, to operate it, and to perform routine operator maintenance and emergency repairs which cannot be deferred until completion of an assigned mission. These may include those select common and special purpose tools, Operator publications, and safety equipment (for example fire extinguishers) authorized for the Loader. These will be separately listed by NSN in a table as an appendix in the operator's manual. The contractor shall provide the BII list and shall overpack the components (boxed and strapped to the vehicle) with each vehicle.

C.1.3 Initial Service Package (ISP)

The contractor shall overpack (box and strap to the vehicle) the list and the components of the ISP with each vehicle. The ISP shall consist of all service parts/items required to meet warranty service intervals and perform the first scheduled maintenance. The contractor shall mark each item with the nomenclature and part number to ensure the correct application.

C.1.4 Component of End Items (COEI)

COEI are those components that are part of the end item but which must be removed from the Loader and separately packaged for military transportation. These will be separately listed by NSN in a table as an appendix in the operator's manual. The contractor shall overpack the list and the components with each vehicle.

C.2 Data

The contractor shall deliver all data in English in accordance with the requirements in Exhibits A, B, and C. Exhibit A is data related to the Light Type II/Heavy Types I/II Loaders. Exhibit B is data related to the Light Type II Loader. Exhibit C is data related to the Heavy Types I/II Loaders. All data delivered under this contract shall be submitted electronically via diskette or electronic mail in MS Office compatible format.

C.3 Meetings And Reviews

C.3.1 The contractor and government will periodically have meetings and reviews during this contract's performance period, as outlined in C.3.2 below. The objectives of these meetings are to review progress and provide guidance on technical, logistics, contractual or other issues that come up during performance. Before meetings, the participants shall agree upon an agenda. At the conclusion of each meeting, we will jointly write and agree on a summary of the discussions. The summary will identify all action items assigned for both parties to accomplish, along with a completion date for each action item, and all actions requiring Contracting Officer approval. When meetings are at the contractor's facility, the contractor will make the following available for the government's use: production or other required versions of the Family of Loaders needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data); and computer resources, as needed.

C.3.2 The contractor shall participate in following meetings:

a. Start-of-Work Meeting. Within 30 days of contract award, we will hold a Start of Work meeting at TACOM. This meeting may last up to three days. The contractor shall present its plan to manage and develop logistics products and services. The contractor shall present its plan to manage and develop logistics products and services. The contractor shall have completed Attachment 3 eith the list of UID marked components for each vehicle size. The meeting will also focus on reviewing the following;

- Contract terms and conditions
- All data requirements
- Required specifications
- Schedule
- Test requirements

Logistics requirements. Publications and New Equipment Training requirements will be discussed. Regarding maintenance planning, we will discuss operator and maintenance functions and what constitutes reparable items. The government will also provide provisioning guidance for documenting and submitting provisioning data. The government and the contractor shall jointly develop an ILS schedule.

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b. Pre-Test Meeting, to review and discuss testing, support, and training. This meeting shall be held 10 days prior to beginning government First Article Test (FAT) at Aberdeen Proving Ground, MD, and shall last one day.

c. Program Status Reviews. We will conduct Program Status Reviews (PSRs) approximately every 90 days until Full Material Release is achieved, starting 90 days after the Start of Work meeting until completion of all data deliverables. The meetings will cover the contractor's production status, data deliverable status, and progress on all logistics requirements. Supportability Integrated Product Team (SIPT) meetings will be part of the PSRs. Unless the PCO specifies otherwise, we will hold the reviews at US Army Tank-automotive and Armaments Command, Warren MI, and they will last up to two days. The government and contractor will jointly schedule the meetings and establish the agenda.

d. In-Process Reviews (IPRs). The government may request periodic IPRs at the contractors facility to identify improvements to the contractors manuals, show progress to date, or review data or QA process.

e. Provisioning Conference. - Provisioning Conferences will be held in accordance with C.6.2.4.6.

C.4 Vehicle Configuration Changes

C.4.1 The contractor shall be responsible for maintaining configuration control of the Light Type II and Heavy Types I/II Loaders. The contractor shall establish a production configuration baseline for each vehicle type after successful completion of both the contractor's and the government's portions of the FATs. These baselines will identify and document the functional and physical characteristics of each vehicle type. The government acknowledges that the contractor may want to offer to the government configuration changes being introduced to its commercial production during the term of this contract. However, it's important for the government to assess the impact of any proposed vehicle changes to the logistics and technical requirements established for this program. The contractor is therefore required to notify the government prior to implementing any configuration changes that impact form, fit, or function in accordance with CDRL A001. If the proposed changes are not acceptable to the government, then the government can elect to place no additional orders under this contract, and the government will be under no further obligation pursuant to the clause at 52.216-21, Requirements, to order any additional quantities of vehicles. The government will issue a no-cost cancellation to the contract.

C.4.2 Engineering Changes - Contractor Initiated

C.4.2.1 Requirement for Submittal

The contractor shall submit a notification of change for any configuration change, which impacts form, fit or function. The contractor shall submit requests for approval of changes to the configuration baseline to the Contracting Officer at least 60 days before the proposed application date. The request for change shall include the following:

- a. Rationale to support the necessity of making the change;
- b. Any test results, planned testing, or other information to show acceptability;
- c. Identification of the affected parts and assemblies, drawings, sketches, calculations, and other data necessary to define the change you are proposing;
- d. Identification of any logistics impact to include changes to manuals, provisioning, maintenance procedures, repair parts, special tools and test equipment, packaging, and transportation;
- e. Any proposed decrease in contract price; and
- f. Identification, by serial number, of the systems affected.

C.4.3 Government Review

The government may require the contractor to perform additional tests to verify acceptability of any proposed change. The government will determine the extent of testing up to and including a complete FAT for that change. The contractor will perform the tests at no additional cost to the government.

C.4.4 Responsibility for Failure Due to Changes

The government's acknowledgement of the contractor's change does not relieve the contractor from its responsibility to furnish all items in conformance with the contract performance requirements.

C.4.5 Responsibility for Cost Changes

The responsibility for cost of changes is as follows:

- a. This is a firm-fixed-price contract. Therefore, there will be no price increases as a result of a contractor initiated configuration change, including model changes. Anticipated model changes shall be priced out at the time of proposal submission.
- b. The government is not responsible for additional testing or software costs associated with any changes the contractor submits.

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- c. When a change results in reduced contractor costs, the government would accept any equitable reduction in contract price offered by the contractor.
- d. The government is not liable for any costs the contractor may incur, due to delay in contract performance, as a result of any of the contractor's requests for change.

C.4.6 Responsibility for Data

- a. Between model changes, the contractor shall submit, at no cost to the government, revisions to all affected contractual data deliverables, whether or not they affect form, fit, or function, within 45 days of making the change.
- b. At the time of a model change, the parties will negotiate a price for any changes made to data previously submitted and approved under the contract.

C.4.7 Configuration Change Report

For contractor initiated configuration changes, the contractor shall notify the government of the following: old part number, new part number, vendor CAGE code, and Additional Reference Number (vendor part number) in accordance with CDRL A001. The contractor shall submit the report with two sections, one for form/fit/function changes and one for non-form/fit/function changes.

C.4.8 Definitions

The following are definitions of form, fit, and function:

- a. Form: For hardware, form denotes the shape, size, dimensions, mass, weight, and other physical parameters that uniquely characterize an item. For software, form denotes the language and media.
- b. Fit: The ability of an item to physically interface or interconnect with or become an integral part of another item.
- c. Function: The action or actions that an item is designed to perform.

The replacement, repair, service, or maintenance of the item is exactly the same as the item it replaces for times where there is no form, fit, or function change.

C.5 Vehicle Hand-Off

The contractor will be responsible to hand-off all equipment deliverable under this contract to each gaining unit. The contractor shall perform the hand-off and activate the vehicle warranty. The contractor shall deliver all the vehicles ready to operate prior to New Equipment Training. The hand-off effort includes:

- a. Re-assembly of the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly will be the contractor's responsibility.
- b. Inventory of any material shipped with the vehicle, e.g., technical publications, special tools, initial service packages. (If desired, the inventory may be done concurrently with the units inventory.)
- c. Provide one-hour familiarization to 6 -8 people from the receiving unit on first machine delivered so they can safely move the vehicle until full training is conducted. Familiarization includes operator start-up, operating and shut down procedures, safe operations, and daily and weekly service locations and checks.
- d. Activation of the warranty, which includes stamping the effective date (date of delivery to gaining unit) on the vehicle warranty data plate, discussing with the unit the terms and details of warranty administration, and pointing out the warranty information included in the TMs. The contractor shall prepare a report which contains the warranty implementation date by vehicle type, vehicle serial number, shipping destination, and DODAAC in accordance with CDRL A002.

C.6 Logistics

C.6.1 Logistics Management

The contractor shall manage and develop the logistics data for the program, and (co-chair) government scheduled Supportability Integrated Product Team (SIPT) meetings as part of the PSR. (See C.3.)

C.6.2 Integrated Logistics Support (ILS) Development

The contractor shall use MIL-PRF-49506, Performance Specification, Logistics Management Information (LMI), dated 11 Nov 96, for use in

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identifying content, delivery and related guidance for logistics data.

C.6.2.1 Maintenance Planning

The contractor shall conduct Maintenance Planning to determine the maintainability characteristics of the Light Type II and the Heavy Types I/II. The analysis shall be documented in the contractors format as an LMI summary entitled Maintenance Analysis, and will identify the maintenance functions, level of maintenance, manpower, and support equipment required for each repairable item. The analysis will be in end item hardware breakdown sequence, and will also identify Functional Group Codes in accordance with TB 750-93-1 (with Change 5, dated 27 Jun 1983), for each item. Instructions are contained in Exhibit D (Maintenance Analysis). The LMI summary shall be delivered IAW CDRLs B001 and C001.

C.6.2.2 National Maintenance Work Requirement (NMWR) Component Candidates and Analysis

C.6.2.2.1 NMWR Candidate List

The Government's preliminary NMWR component candidate list consists of repairable assemblies such as:

- Engine
- Transmission
- Axles
- Final Drives
- Pumps (Hydraulic, Fuel Injection, Power Steering, etc)
- Electronic Control Modules/Units

The contractor shall deliver a NMWR candidate listing consisting of all parts coded for repair at the National Level of Maintenance or above and for which complete repair instructions are not included in the contractors Maintenance Manuals in accordance with CDRLs B002 and C002. The source data for this list will be the Maintenance Analysis, performed per paragraph C.6.2.1. The contractor shall remove components from consideration costing less than \$1000 (US). The government will review, make changes as necessary, and provide the approved NMWR candidate list to the contractor.

C.6.2.2.2 Remanufactured NMWR Component Candidates

The contractor shall indicate for each NMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component, as part of their response to the NMWR candidate listing. The contractor shall provide the following information:

- a. if directly available from contractor through same supply and distribution channels as all other parts/components.
- b. standard to which the remanufactured, rebuilt or otherwise refurbished:
 - i. like-new condition, using only new components,
 - ii. using nonstandard (oversize/undersize) bearings or other components which may vary from the original component configuration.
- c. warranty, if different from new component
- d. method used to distinguish between new vs. rebuilt/remanufactured component, such as part number difference, etc.
- e. if a commercial reusable container is available for the NMWR component candidate(s), and if the container has a long life(20+ trips) or a short life(10 trips).

C.6.2.2.3 NMWR Data Summary

The contractor shall perform a data summary for the components on the government approved NMWR candidate list. The summary may be in the contractor's format, and shall be documented in accordance with Exhibit E (NMWR Candidate List). The NMWR Data Summary shall be delivered in accordance with CDRLs B003 and C003.

C.6.2.2.4 NMWR Final List. The Government will use the data summary to compare the cost to buy new vs. the cost to rebuild, establish inventory levels, and determine how often this item will need to be repaired. The Government will review this data and finalize the NMWR Candidate listing to identify which items are to have NMWRs developed.

C.6.2.3 Equipment Control Record (DA Form 2408-9)

The contractor shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle it delivers. The contractor shall prepare the form in accordance with the instructions in paragraph 5-7 c (3) Acceptance and registration of DA PAM 750-8, dated 25 Feb 05, to report acceptance of the each vehicle into the U.S. Army inventory. A blank copy of the form is enclosed at

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Exhibit F. The contractor shall have the Defense Contract Management Command (DCMC) Quality Assurance Representative (QAR) complete blocks 22 and 23 as the person accepting the item into the Army inventory. After the DCMC QAR completes blocks 22 and 23, the contractor shall distribute the DA Form 2408-9 as follows:

- a. Submit the control copy (copy # 1) within five working days to:

Director
U.S. Army Materiel Command's Logistic Support Activity
ATTN: AMXLS-MR
Redstone Arsenal, AL 35898-7466

- b. Submit the National maintenance Point (NMP) copy (copy #2) within five working days to:

Commander
U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-LC-CJCA, MS326
6501 East 11 Mile Rd.
Warren, MI 48397-5000

- c. Place Log Book copy (copy # 3) in a dry, protected location, secured in the operator station, and shipped with each vehicle.

C.6.2.4 Provisioning

C.6.2.4.1 Provisioning Parts List

The contractor shall develop and deliver LMI (Provisioning Parts List (PPL)) as specified in Exhibit G (LMI data worksheet) and Exhibit L (Repair Parts and Special Tools List) for all separable parts, special tools, BII, COEI, and Additional Authorized List (AAL) identified on the Loaders in accordance with MIL-PRF-49506, DI-ALSS-81529, and CDRL A003. The government reserves the right to request the contractor modify/add/delete any of the contractor's proposed recommendations on all parts and special tools. The contractor shall provide these modifications/additions/deletions at no additional cost to the government.

C.6.2.4.2 Provisioning Data.

Each incremental submission shall have at least 800 lines, but no more than 1500 lines. The contractor shall receive authorization from the government prior to submitting less than 800 lines in an increment. Each incremental submission shall include at least one major assembly. All submissions will be labeled initial, changes, deletions or any combination of the three transactions. Prime part numbers and Commercial and Government Entity Codes (CAGEC) will reflect the original equipment manufacturers information unless that part is modified, changing form, fit, and function. Draft Repair Parts and Special Tools List (RPSTL) art (figure illustrations) is required at each provisioning conference.

C.6.2.4.4 Engineering Data For Provisioning (EDFP)

The contractor shall prepare the EDFP, i.e. illustrations, in accordance with DI-ALSS-81529 for all BII and COEI items in LMI Provisioning Line Item Sequence Number (PLISN) sequence for all items that when assembled make up the end item in accordance with CDRL A004. A separate illustration is required for each PLISN. The contractor shall make available illustrations for each item being provisioned, to include the top assembly illustration, at each provisioning conference for government review. Illustrations are not required for items accompanied by a copy of provisioning screening (e.g. FLIS, WEBFLIS, or by batch submittal part numbers to DLIS) which indicates this item has previously been assigned a valid national stock number. After the government approves each illustration as being suitable for NSN assignment, the contractor shall submit the illustration on a CD ROM, .PDF file. For each item to be provisioned and supported by an illustration, the contractor shall provide the following information:

- a. Commercial and Government Entity Codes (CAGEC)
- b. Part Number
- c. PLISN (Provisioning Line Item Sequence Number)
- d. Provisioning Contract Control Number
- e. For industry standard common hardware include descriptive nomenclature. Make from items made from industry standard components shall include additional descriptive nomenclature. Examples of additional descriptive information include, at a minimum, the physical dimensions and all classifications (i.e. hardness, grade, thread type, surface finish, coatings, industry specifications and etc.). Common hardware includes nuts, bolts, washers, O-rings, cotter pins, C-clips, clevis pins, lamp bulbs, etc..

C.6.2.4.5. Provisioning Screening

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The contractor shall conduct provisioning screening on each item on the PPL for standardization or NSN identification in accordance with CDRL A005. This screening will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. The contractor shall screen common hardware items (nuts, bolts, screws, washers, lockwashers, rivets, etc.) by technical characteristics. The screening results must be available to review at each provisioning conference. The contractor shall conduct provisioning screening using FLIS, WEBFLIS, or by batch submittal part numbers to DLIS. FEDLOG and HAYSTACK are no longer acceptable for provisioning screening. For additional information on FLIS and batch submittals to DLIS, refer to the Provisioning Screening User Guide located on the internet at www.dlis.dla.mil. For additional information on WEBFLIS, go to www.dlis.dla.mil/WebFlis. There are two versions of WEBFLIS: Public Query and Restricted/Sign-on. Anyone with access to the Internet may access the Public Query version. The Restricted/Sign-on version requires a valid userid/password to access the system. Userids may be obtained by filling out a registration form. The registration forms are found on the DLIS web site. After accessing the Home Page, go into the Forms and Publications section and select the registration form for WEBFLIS. There are two forms available - one for government workers and one for government sponsored contractors.

C.6.2.4.6 Provisioning Conference

Provisioning Conferences will be held at TACOM. The contractor shall make available two hardcopies of LMI/PPL data and a hardcopy of the Engineering Data for Provisioning (EDFP) illustrations. All submissions of the LMI/PPL data must be compatible with our Commodity Command Standard System (CCSS)/Provisioning On Line System in accordance with Automated Data Systems Manual (ADSM) ADSM 18-LEA-JBE-ZZZ-UM-06.

C.6.2.5 Packaging Development

C.6.2.5.1 The contractor shall, for items pertaining to the Loaders, develop and provide packaging data for all TACOM managed provisioned items (i.e., P coded items other than PR or PZ), minimal logistics data for non-TACOM managed items, and maintain and update packaging data for each provisioned item. The contractor shall assess changes to engineering and logistic data for impact on packaging data, and shall provide packaging impact statements with Engineering Changes. For each change, the contractor shall determine if additional items require packaging data and if existing packaging data requires revision. The Contractor shall provide new and revised packaging data (as part of the Responsibility for Data paragraph C.4.6) for each Engineering Change if sufficient data is not in the TACOM packaging files. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. The contractor shall include information for each of the items, which shall be provided concurrently with each packaging data submittal, so that the government can determine the adequacy of the contractor prepared packaging analysis and data submittal. This includes item drawings/illustrations and data such as: Source, Maintenance, and Recoverability codes, Unit of Issue codes, Unit of Measure and Measurement Quantity, and copies of any applicable Material Safety Data Sheets.

C.6.2.5.2 Packaging/Logistics Data Entry. The Contractor shall develop, maintain and update packaging data IAW DI-ALSS-81529, Exhibit H (LMI Packaging Data Products), Exhibit J (LMI Packaging Data Transaction Format), and as listed on CDRL A006. LMI data is required IAW MIL-PRF-49506 and will provide for the entry of information to the computer data base known as the TACOM Packaging Data File. The TACOM approved Packaging Data Entry shall be electronically submitted in accordance with CDRL A006 in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required.

C.6.2.5.3 Special Packaging Instructions (SPI). The Contractor shall develop a SPI for each TACOM managed item. The TACOM managed items are expected to be mainly, but not exclusively, comprised of reparable items, and would include items such as those being considered as NMWR candidate items. Packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. The format and content of SPI shall be IAW DI-PACK-80121B and CDRL A007.

C.6.2.5.4 Validation Testing of Preservation Processing and Packaging. The Contractor shall validate packaging for each SPI item IAW Appendix F of MIL-STD-2073-1D (Standard Practice for Military Packaging), DI-MISC-80711A, and CDRL A008. The test report shall be provided concurrently with the SPI submittal, and shall include photographic records of package and testing.

C.6.2.6 Technical Publications (CDRLs B004, C004, B005, C005, B006, C006, B007, C007, B008, C008, B018, and C018)

The contractor shall deliver two sets of manuals, one for the Light Type II and one for the Heavy Types I/II in accordance with Exhibit K General Publications Requirements, Exhibit L Repair Parts and Special Tools List (RPSTL) Requirements, and Exhibit M MIL-STD-40051-2 Requirements Matrix, as specified in the related DD Forms 1423. The sets of manuals for the Loaders shall include tailored Commercial Off-The-Shelf (COTS) manuals with supplementation, a DA RPSTL, a Warranty Technical Bulletin (TB), and Electronic Technical Manuals (ETMs) and associated editable files.

C.6.2.6.1 COTS with Supplemental Data, DA RPSTL and ETMs.

The contractor shall tailor the existing commercial manuals to reflect and support only the approved Loader configurations being procured, including all attachments and special purpose kits. In addition, the contractor shall prepare a DA RPSTL and ETMs. The RPSTL text shall be pulled from the Army Provisioning Master Record (PMR) from data that the contractor provides and loads; the contractor

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prepared illustrations (Figures) shall be incorporated into the download. The contractor shall structure/restructure and paginate the existing COTS manuals and supplemental data into two manuals as follows:

a. Light Type II

- TM 5-3805-XXX-10 Operator's Manual
- TM 5-3805-XXX-23 Field Level Maintenance Manual (including
Unit and DS Maintenance)
- TB 5-3805-XXX-14 Warranty TB

The separate DA RPSTL shall be identified as follows:

- TM 5-3805-XXX-23P Field Level Maintenance Repair Parts
and Special Tools List (including Unit and
DS Repair Parts)

The Maintenance and RPSTL manuals shall be divided into volumes if the page count for one manual exceeds 1500 pages (750 sheets.)

b. Heavy Types I/II

- TM 5-3805-XXX-10 Operator's Manual
- TM 5-3805-XXX-23 Field Level Maintenance Manual (including
Unit and DS Maintenance)
- TB 5-3805-XXX-14 Warranty TB

The separate DA RPSTL shall be identified as follows:

- TM 5-3805-XXX-23P Field Level Maintenance Repair Parts
and Special Tools List (including Unit and
DS Repair Parts)

The Maintenance and RPSTL manuals shall be divided into volumes if the page count for one manual exceeds 1500 pages (750 sheets.)

C.6.2.6.2 The contractor shall integrate all Supplemental Data (SD) into the appropriate level manuals. See Exhibit K General Publications Requirements for more detailed requirements. Paragraph 3 of Exhibit K provides details on the SD requirements. Supplemental Data includes, but is not limited to:

- a. incorporating the Operator level PMCS, BII, AAL, COEI into the Operator's (TM-10) manual,
- b. incorporating the Field level PMCS and MAC into the maintenance manual (TM-23),
- c. integrating all military unique items, configuration requirements, into the appropriate level and sections of the manuals cited above,
- d. storage, transportability, preservation and packaging into the appropriate level TM, and
- e. additional supplemental data in the form of maintenance tasks resulting from Maintenance Analysis.

Operator tasks are limited to those tasks performed with tools and parts available on vehicle as BII. Special consideration may be given for some transportability data; UNIT instructions may be identified in the TM-10. A sample Warranty TB is included at Exhibit N. The government, at its discretion, will post the final DA authenticated manuals, TM-10 and TM-23 with supplementation, the TB-14, and the TM-23P on the internet for the soldiers easy access.

C.6.2.6.3 The contractor shall perform a 100% hands-on validation of all existing COTS manual data and supplemental data developed for integration into TM 5-3805-XXX-10 and TM 5-3805-XXX-23 manuals to ensure accuracy and completeness. The contractor shall ensure that the commercial manual data accurately reflects and supports only the Loader configurations procured by the government, including any and all changes to the configurations resulting from testing, vendor parts supply and production line changes. The contractor shall perform a 100% validation of the RPSTL. The contractor shall also perform a 100% review of the ETMs to ensure that they meet contract requirements. The contractors review of the ETMs shall be hands-on live testing, desk-top review, or a combination of these methods to ensure that the draft ETMs are fully operational so that the government can evaluate their operation, navigation, and structure. The contractor shall inform the government of its planned validation schedule, start date, time, and location of validation 30 days prior to start of the validation. This will allow the government time to attend and observe the contractor's processes.

C.6.2.6.4 The government intends to witness the contractor's validation and to combine its verification of the COTS manual and Supplemental Data with the contractor's validation. The contractor shall ship the logistics vehicle from its facility to TACOM for the validation/verification effort. The contractor shall provide the necessary personnel, parts, special tools/equipment to support the combined validation/verification.

C.6.2.6.5 The government desires early delivery of the supplemented manuals and is offering an incentive accordingly. See H.7 and H.9

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The government is also imposing penalties for late delivery of supplemented manuals. See H.8 and H.10.

C.6.2.6.6 Electronic Technical Manuals (ETMs)

The contractor shall prepare and deliver ETMs for TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, and TB 5-3805-XXX-14 and associated editable electronic files in accordance with Exhibit K General Publication Requirements, Exhibit L Repair Parts and Special Tools List Requirements, and Exhibit N Sample Warranty TB.

C.6.2.6.7 The contractor shall correct all errors found in the commercial manuals, supplemental data, RPSTL and ETMs, and electronic data files resulting from government reviews, test, and verification and the contractors validation at no additional cost to the government.

C.6.2.6.8 The contractor shall furnish copyright releases for all commercial manuals and supplemental data to allow the Distribution Statement A: Approved for public release; distribution is unlimited" to be placed on the Operator and Maintenance TM covers and title block pages. The contractor shall insure that the government has the right to use and distribute the ETMs and electronic data files delivered under this contract.

C.6.2.7 New Equipment Training (NET)

C.6.2.7.1 Training Programs

The contractor shall develop and provide New Equipment Training course materials to support tests, demonstrations, and New Equipment Training (NET) for the Loaders, their attachments, and arctic cold weather starting kits. The contractor shall provide the methodology to minimize the length of each training course of instruction. The contractor shall develop and conduct the following courses of instruction for the Light Type II and the Heavy Types I/II to support NET:

a. Operator and Operator Maintenance. The course shall be designed for operators of the Loaders, covering complete operation and safety of the vehicles and the attachments and arctic cold weather starting kits, and Operator Preventive Maintenance Checks and Services (PMCS).

b. Field Level Maintenance. The course shall be designed for the maintainers of the Loaders, and cover minimal Operation characteristics, in-depth PMCS, Vehicle System Required Services, Troubleshooting, Diagnosis and Repair of System Components to include Contractor/System Unique Control Systems, engine, fuel, transmission, axle, braking, electrical, hydraulic, pneumatic, and ancillary systems. The course shall be directed toward new technologies and items not currently in the Army system.

c. NET classes. The first NET class of each course of instruction is the Instructor and Key Personnel Training (I&KPT). The I&KPT will be held at the contractors facility. The NET training will be held at the fielding sites. Fielding sites will be at CONUS, OCONUS (non-contingency), and OCONUS (contingency) locations as specified in the Delivery Order. Except where specified, the requirements for CONUS and OCONUS (contingency and non-contingency) NET classes are the same. The contractor shall conduct training with the approved training materials developed under this contract. Target the courses for individuals who are instructors, operators, and mechanics. The training shall be structured to provide at least 70% hands-on exercise. The contractor shall provide, parts, training aids, and materials for all training classes. For I&KPT, the contractor may use the FAT vehicle at its facility. For NET classes in the field, the contractor will use the fielded vehicle. The contractor shall maximize use of any commercial training devices or simulators. The contractor shall also provide any replacement parts damaged during training. For CONUS and OCONUS (non-contingency) training, each class shall be no more than 40 hours in length. A maximum of 10 students will attend each class. For OCONUS (contingency) training, there is no limitation on which days during the week that the training will be held or which hours during the day it will be held. The duration of each day will be no more than 14 hours. Each delivery order will specify the training dates, locations, and number of classes. The contractor shall provide a copy of the approved training materials and a Certificate of Training for each student. The travel costs, if necessary, will be negotiated at the time the delivery order is issued, on a firm-fixed-price basis, and not to exceed the Joint Travel Regulation.

C.6.2.7.2 Training Data

C.6.2.7.2.1 Training Course Control Document

For each course, the contractor shall develop a separate Training Course Control Outline for the Light Type II and the Heavy Types I/II describing the course content (subject, topics, task), training material, types and duration of instruction, and resources required to conduct training in an institutional setting. The Training Course Control Outlines shall contain an introduction, course description data, outline of instruction summary, curriculum outline of instruction, course summary and presentation schedule. A format consistent with MIL-STD 1379D may be used; this MIL-STD is referenced for guidance only. Deliver in accordance with CDRLs B009 and C009.

C.6.2.7.2.2 Training Materials

The training packages shall contain the elements of the training course outline prepared, delivered and finalized in accordance with CDRLs B009 and C009. Prepare and deliver training materials in accordance with CDRLs B010 and C010. The government will provide sample

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training materials and outlines at the Start of Work (SOW) meeting.

C.6.2.7.2.2.1 Course Material Format/Media & Deliveries

The contractor may submit materials developed and used for conducting Operator and Maintenance Training for Commercial Customers with Supplemental Data/Information added to meet the Armys Requirements. Training Materials may consist of contractor handbooks, in-house training material, pamphlets, training literature, utility manuals, software manuals, maintenance manuals, logic diagrams, schematics, flow block diagrams, equipment description and functional data, testing procedures, visual aids, and other documents suitable for use in development of training programs. Visual aids may consist of videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, and cutaways of components. The contractor shall deliver all course control documents and training materials in an editable commercial electronic format: (Microsoft Word for documents and PowerPoint for presentations).

C.6.2.7.2.2.2 ASAT Course Material Format/Media and Deliveries

The contractor shall develop the training materials using the Automated Systems Approach to Training (ASAT) software in support of course design and development. The government will provide access to the ASAT software. ASAT software can be downloaded at the ASAT homepage, <<http://www.asat.army.mil>>. This software will allow for interactive course design, development, pre-authoring, and authoring that is required by TRADOC. Specifically, the ASAT software supports task development, standardized critical information, and lesson plan/Training Support Package (TSP) production capabilities. Source materials may consist of those items listed in paragraph C.6.2.7.2.2.1. The contractor shall deliver all course materials in an editable ASAT electronic format in accordance with CDRLs B011 and C011.

C.6.2.7.2.3 Student Attendance Report

On the first day of each training class the contractor shall FAX or email a list of students in attendance to the address on the CDRLs B012 and C012. Within ten days after completion of the class, the contractor shall furnish a student roster to the address on the CDRLs. The roster shall include the name of the class, start and end date, instructor(s) name and signature, location of the class, student name, military rank (if military), home station address, record of daily attendance for each student, and instructors notes. At the end of the class, each student shall complete a class critique. The government will provide a sample critique sheet and the contractor shall administer them. The contractor shall submit the completed critiques to the government along with the student roster. At the end of the class, the contractor shall present each student with a Certificate of Training. The government will provide the training certificate master file for the contractor to administer certificates to the students. The contractor may also administer a corporate certificate.

C.6.2.7.3 Training for Test Personnel for FAT (See Section E)

The contractor shall provide two days of training to support government FAT at Aberdeen Proving Ground. Training shall include proper operating procedures, equipment and instrument familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary materials and equipment required supporting testing of the Loaders. Operators manual, and if need be, training materials shall also be provided to supplement training.

C.7 Diagnostic

C.7.1 Electronic diagnostic testability analysis. The contractor shall perform a testability analysis of the Light Type II and Heavy Types I/II Loaders diagnostic capability, to include number and types of diagnostic tests available for all Loader components, assemblies, systems, sub-systems and deliver a testability analysis IAW DI-MISC-80508A and CDRLs B013 and C013. The report shall specify number and types of required Test, Measurement, and Diagnostic Equipment (TMDE), as well as a brief narrative description of the benefits to be derived from each diagnostic test. The report shall include a description of any on-board electronic diagnostic systems that may be interrogated for the purpose of maintenance and troubleshooting via an on-board diagnostic display screen. The report shall also contain all standard data, data descriptions and error codes necessary to communicate with the electronic control module (ECM)/electronic control unit (ECU) and to maintain the electronically controlled subsystems. The contractor shall provide data, which specifies limits for all parameters, and how to interpret data outside limits. The contractor shall maximize the use of embedded Built-in Test (BIT) / Built-in Test Equipment (BITE) diagnostic capabilities, and fully document and support embedded system software. Any on-board data buses and diagnostic connectors shall also be identified in detail.

C.7.2 Analog Diagnostic testability analysis. The contractor shall perform a testability analysis of the Light Type II and Heavy Types I/II Loaders and deliver a testability analysis IAW DI-MISC-80508A and CDRLs B013 and C013. The report shall include documentation showing complete analog fault isolation capabilities, troubleshooting methodology for the Loaders. The contractor will refer to the list of proposed tests that are referenced in Appendix C, Table C-2 of the DCA Design Guide (Report # CR-82-588-003 Rev 1). The contractor can add to or delete tests from Table C-2 as necessary to best obtain Loader diagnostics. The contractor shall also provide the original equipment manufacturer's recommended minimum and maximum parameters for all Diagnostic Connector Assembly (DCA) and Transducer Kit (TK) monitored components. The contractor shall specify level of difficulty and time required to physically access test points and type of TMDE required.

C.7.3 The contractor shall provide software required to interface, retrieve, and interpret the vehicle systems diagnostic data, as

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identified in paragraph 3.7.2.1 of the PD unless an on-board system is provided in accordance with 3.7.2.3 of the PD. Software shall not contain proprietary restrictions or run-time fees.

C.8 Support Equipment Tools and Test Equipment (STTE). The contractor shall deliver a list of Support Equipment Tools and Test Equipment for the Light Type II and Heavy Types I/II Loaders IAW DI-ILSS-80868 and CDRLs B014 and C014. The list shall be in tabular form and shall identify special tools and test equipment not contained in U.S. Army Supply Catalogs. Supply Catalogs (SCs) contain common tool sets and are listed at US Army LOGSA web site at <https://weblog.logsa.army.mil/sko/index.cfm>. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code, National Stock Number (NSN), if assigned, Part Number, level of maintenance, and price of each item on the list.

Note: New TMDE items, those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/ provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The contractor shall provide all required data for all new TMDE.

<http://www.army.mil/usapa/epubs/xml_pubs/p700_60/head.xml>

Note: The following paragraphs are included to clarify special tools for Army use. Special tools are not identified as components in a Sets, Kits, and Outfits (SKO) SC. Special tools are:

- a. Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by functional group codes in RPSTLs and located in TMs as appendices. Fabricated tools are used on a single end item.
- b. Tools that are supplied for military applications only (that is, a cannon tube artillery bore brush, BII) or tools having great military use but having little commercial application.
- c. Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports that end item/unit (for example, a spanner wrench used on a specific Ford engine model and on no other engine in the Army inventory).

C.9 Transportability Report

The contractor shall submit a Transportability Report covering all vehicle types in accordance with CDRL A009 that includes data on recommended procedures for positioning and securing the vehicles for transport by trailer and rail car, slinging procedures for lifting the vehicles, and procedures, man-hours and all tools required for any disassembly and re-assembly when transported by highway, rail, marine and air.

C.10 Safety Engineering And Health Hazards

C.10.1 Safety Engineering Principles. The contractor shall address the Safety and Health requirements of the PD in technical reviews. The contractor shall follow good safety engineering practices in establishing the Loaders design and operational procedures, to include modifications to your commercial vehicle and components. The contractor shall have a system safety program in place equivalent to Exhibit P, System Safety Program Requirement. As a minimum, the contractor shall do the following:

- a. Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include operational, maintenance, and transport aspects of the Loaders along with potential interface problems with planned subsystems.
- b. Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, take steps to control or minimize those hazards.
- c. Locate equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards. Examples of hazards to be considered include: high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values documented in the American Conference of Governmental Industrial Hygienists Threshold Limit Values and Biological Exposure Indices. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions.
- d. Assure that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repairs and that distinct markings are placed on hazardous components of equipment.

C.10.2 Safety Assessment Report (SAR). As a result of system safety analyses, hazard evaluations, and any of your independent testing, the contractor shall perform and document a Safety Assessment Report (SAR) with a Health Hazard Assessment (HHA) included in the report. The SAR shall identify all safety features of the hardware, system design and inherent safety and health hazards and shall establish special procedures and/or precautions to be observed by our test agencies and system users. A health hazard is defined in DI-SAFT-80106B. Identified hazards shall have recommended engineering controls, equipment, and/or protective procedures to reduce the associated risk. It shall also outline any operations, maintenance and transport procedures needed by the test agencies and the system user. Assessments shall include consideration of the generation of hazardous wastes. The contractor shall prepare two Safety Assessment Reports, one for the Light Type II and one for the Heavy Types I/II in accordance with CDRLs B015 and C015 and DI-SAFT-80102B. The System Safety Program Guide (Exhibit P) provides guidance in the preparation of the SAR and Health Hazard Assessment (HHA).

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN W56HZV-05-R-0424 MOD/AMD 0001 </p>	<p style="text-align: right;">Page 17 of 44</p>
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In preparing the health hazard portion of the Safety Assessment Report, the contractor shall provide a description and discussion of each potential or actual health hazard for each subsystem or component. The contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. Include in the report copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. Also, as part of the SAR, indicate compliance to SAE and ANSI for the vehicle type with a construction mission (Example: SAE/ANSI standards for the ROPS and hydraulics) and if applicable to Federal Motor Vehicle Safety Standards (FMVSS). Identify all data sources for the report and all hazards in the report must be identified by hazard severity, hazard probability and risk level in accordance with the System Safety Program Guide (Exhibit P). The final SAR(/HHAR) is subject to government approval. In the event the system is modified or procedural changes with regards to interfacing with the system are made after the final SAR(/HHAR) is submitted, you shall update the SAR(/HHAR) to reflect those modifications or changes.

C.10.2.1 Examples of hazards to be included in the report are:

- a. Sharp edges/moving parts.
- b. Noise. Identify any hearing protection and type required, (e.g., single, double, muffs, or plugs). Identify the 85 dB (A) noise profile around the vehicle.
- c. Electrical issues.
- d. Whole-body vibration. Provide test data or perform equivalent testing conforming to the guidelines and measuring procedures set forth in ISO2631/1 or SAE J1013.
- e. Toxic fumes (exhaust emission hazards) and hazardous materials, to include those formed by the introduction of the system, or by the manufacture, test, maintenance or operation of the system.
- f. Chemical hazards. (e.g., flammables, corrosives, carcinogens or suspected carcinogens, systemic poisons, asphyxiants, including oxygen deficiencies, respiratory irritants, etc.).
- g. Physical hazards. (e.g., acoustical energy, heat or cold stress, ionizing and non-ionizing radiation).
- h. Biological hazards. (e.g., bacteria, fungi, etc.).
- i. Ergonomic hazards. (e.g., lifting requirements, task saturation, etc.).
- j. Any Hazardous Material requiring MSDS.

C.10.2.2. The assessment shall also address:

- a. System, facility and personnel protective equipment design requirements (e.g., ventilation, noise attenuation, radiation barriers, etc.) to allow safe operation and maintenance. When feasible engineering designs are not available to reduce hazards to acceptable levels, alternative protective measures must be specified (e.g., protective clothing, specific operation or maintenance practices to reduce risk to an acceptable level).
- b. Potential non-or less hazardous material substitutions and projected handling and disposal issues. The HHA will discuss the rationale for using a hazardous material and long term effects (such as potential for personnel and environmental exposure, handling and disposal issues/requirements, protection/control measures, and life cycle costs) over a non-or less hazardous material. The effects and costs should be considered over the life of the systems, including the cost of handling and disposal. Identify potential non-or less hazardous alternatives if they exist and provide a justification why an alternative cannot be used.

C.10.2.3 The HHA part of the assessment shall address the following:

- a. Address the hazardous material data and describe the means for identifying and tracking information for each hazardous material.
- b. The hazardous materials by name(s); the affected system components and processes; the quantity, characteristics, and concentrations of the materials in the system; and source documents relating to the materials.
- c. Under which conditions the hazardous materials can release or emit materials in a form that may be inhaled, ingested, absorbed by living organisms, or leached into the environment and if the materials pose a health threat.
- d. The material hazards and determine reference quantities and hazard ratings. Acute health, chronic health, carcinogenic, contact, flammability, reactivity, and environmental hazards will be examined.
- e. The estimated expected usage rate of each hazardous material for each process or component for the subsystem, total system, and program-wide impact.

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f. The recommended disposition of each hazardous material identified. If for any scale of operation the reference quantity is exceeded by the estimated usage rate, material substitution or altered processes shall be considered to reduce risks associated with the material hazards while evaluating the impact on program costs.

C.11 Hazardous Materials Management

The Contractor shall not use hazardous materials in accordance with section 3.4.4 of the PD.

The contractor shall prepare Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials required for system production, and sustainment, including the parts/process that requires them. Within the report, the contractor shall clearly identify to which vehicle type(s) each hazard applies. This report should be prepared in accordance with National Aerospace Standard 411, section 4.4.1 per DI-MISC-81397, CDRL A010.

C.12 Contractor Technical Assistance

The contractor shall provide Contractor Technical Assistance CONUS, OCONUS, and during contingency and non-contingency operations. The contractor shall provide the man-days of service specified in the delivery order. These man-days may be in support of unforeseen events that require support that is not included in any other portion of this contract. We anticipate the effort to include these types of tasks: investigation and diagnosis of problems or issues in the field related to vehicle performance, maintenance, and training. The Contracting Officer shall designate the times and locations of the service to be performed, but will not supervise or otherwise direct activities. The Contracting officer or his authorized representative shall notify the contractor at least 10 days in advance of CONUS travel and 20 days in advance of OCONUS travel of the date representative(s) are required. Instructions and established itineraries will be provided as necessary.

a. Field Service Representative (FSR). The contractor shall provide FSRs who are thoroughly experienced and qualified to advise and make recommendations to orient and instruct key government personnel with respect to operation, maintenance, and repair of the Loaders and their components.

b. FSR Personal Data. The contractor shall make available personal data related to the FSRs including documentary evidence such as birth certification and such evidence as is requested by the local government installation or area in which services are to be performed. The contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person(s) named. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order.

c. Man-Days. The contractor shall provide man-days of service to locations in both CONUS and OCONUS. The government reserves the right to change the number of days of services to be furnished to the extent necessary to conform to our requirements and shall be obligated to pay for only actual services used. Each change in quantity shall be at the Man-day rate established.

(1) The Man-day rate does not include travel costs (airfare, local car rental, lodging, meals, and incidental expenses) of the FSR while performing the services. The travel costs will be negotiated prior to the issuance of the delivery order, on a firm-fixed-price basis, and not to exceed the Joint Travel Regulation.

(2) A Man-Day is 8 hours. The representative is to work no more than 8 hours per day, 40 hours per week, unless otherwise negotiated. A Man-day of service includes any period during which the representative is delayed or prevented from performing any task only if the delay or non-performance is solely the government's fault. Man-Day(s) of service includes travel time for initial travel from contractor's facility to site of work, for travel between sites of work, and to contractor's facility. It also includes any time that the FSR is preparing required reports at the work site and we can verify the time involved in writing the report.

(3) Saturday/Sunday. When work is not performed on a Saturday/Sunday, and the representative is on site, a man-day shall be charged at the Saturday/Sunday man-day per diem rate only.

(4) Holidays. The government will pay for federal holidays in addition to the actual days worked at the Man-day rate established. The government is not responsible for vacation and other holidays and sick leave pay.

(5) Emergency Leave. The government is not responsible for any emergency leave that the contractor may grant to the FSR while performing work under this contract. The government is responsible for actual days worked by any qualified contractor representative. It is immaterial whether the same representative completes the assignment. The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between sites of work per assignment.

d. Contract Field Service Report/Field Service Representative (FSR) Reports

Each FSR shall prepare and deliver via e-mail a report in accordance with CDRL A011 following completion of each assignment covering his activities.

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C.13 Data Rights

Data rights for the following items will be determined in accordance with DFARS 252.227-7015(b)(1)(iv), :
supplemented commercial manuals and ETMs (-10, -23, -23P, -14)
NET - Operator training materials
NET - Maintenance training materials
Diagnostic software

C.14 Camouflage Line Art Drawing

The contractor shall provide line art drawings for the Light Type II and the Heavy Types I/ II in accordance with CDRLs B016 and C016. The scale shall be no less than 1/8 inch equals one foot. The contractor shall prepare separate data depicting the following views of each vehicle type:

- a. front
- b. back
- c. right side
- d. left side
- e. top

All camouflage line art data shall include length, width, and height dimensions relative to each other and shall be detailed to the extent that all surface features of the item that cover one square inch or more of area are clearly delineated to scale. The lower right hand corner of each drawing shall contain the following information:

- a. nomenclature of the item depicted
- b. view depicted
- c. contract number

C.15 Operator Armor Protection Feasibility Study

- a. Background

The government will add ballistic protection (armor) to the operator portion of the cab to increase operator survivability for the Light Type II and the Heavy Types I/II loaders. The armored cab shall provide complete operator protection against blast and fragmentation from munitions equivalent to a 7.62x39 BZ API @ 30m / 7.62x54R B32 API @ 100m. It is desired that the armor ballistic requirements have the least degradation to the Roll Over Protection System (ROPS) and the Falling Object Protective Structure (FOPS) as possible. The governments design approach for the armor cab is either:

1) A-kit/B-kit armored cab. The A-Kit consists of permanent mounting provisions along with any vehicle modifications required to accept the armor package (e.g. suspension changes due to the increased weight of the armor kit). The A-kit shall be installed during production on every vehicle. The B-Kit shall consist of armor components that will be mounted on the vehicle to provide operator survivability. The armor components shall be installed on the vehicle by two soldiers using minimal tools and organic support.

2) Interchangeable armored cab. The interchangeable armored cab shall meet the transportability criteria as identified in PD paragraph 3.3. The interchangeable armored cab is defined as having the ability to be installed/removed on any vehicle of the same type.

b. Feasibility Study. In accordance with CDRLs B020 and C019, the contractor shall prepare a feasibility study on adding ballistic protection (up-armor) to the operator portion of the cab to increase operator survivability as outlined above. The study shall include the impact to the vehicles and their subsystems (i.e., suspension, drive train, hydraulics) performance relating to speed, lift capability, center of gravity, vehicle reliability, visibility, and safety. The study shall also address any degradation in the vehicles ability to perform its intended mission and provide a rough cost estimate for any required changes. The contractor shall also perform a trade-off analysis on the impacts of designing the armored cab using the A-kit/B-kit approach vs. an interchangeable armor cab. The government will decide which design solution to pursue.

c. Once the government has chosen the design approach, the parties will negotiate the design effort as a separate action. The contractor will be responsible for the design, the development of a Technical Data Package (TDP), installation instructions, and the fabrication of two prototypes for government tests, one for the Light Type II and one for the Heavy Types I/II loaders. The government will own full data rights to the TDP.

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C.16 Marine Corps Loader Feasibility Study:

The contractor shall conduct a feasibility study for a Marine Corps version of the Light Type II Loader. In addition to the Army requirements identified in the Purchase Description, the Marine Corps is interested in procuring a bucket loader in the 2.5 cu. yd (4 in 1 multi-purpose bucket) capacity range to include a forklift kit that is capable of lifting 10,000 lbs at a 48 inch load center with 72 inch long fork tines. The forklift carriage shall have the following capabilities: oscillation, fork tilt, side shift and fork positioning. All capabilities shall be accomplished from the cab by the operator. The vehicle shall be capable of oscillating the rated load at each maximum side shifted position from horizontal nominally 6 degrees in each direction. When unloaded, the forks shall be able to tilt a minimum 10 degrees forward and 20 degrees rearward, nominal, measured from the horizontal. The fork tines shall be capable of side shifting the rated load a minimum of 12 inches nominal to each side of center with forks at the maximum spread position. The fork tines shall be capable of fork positioning nominally between 9 inches maximum, inside to inside in closed position to a minimum outside to outside of 75 inches in maximum spread position. A fording requirement of 36 inches in salt water is a desired characteristic. Upon government request, the contractor shall prepare a proposal for the development effort, production modifications, and logistical impacts, such as changes to the FOL manuals and provisioning. The contractor shall submit a final report in contractor format, in accordance with DI-MISC-80652(T), CDRL B019. The contractor shall make two one-day trips to TACOM or Quantico, VA, in the performance of this effort. The Government will decide whether or not to execute the program. If the decision is made to procure this Loader, all testing will be the responsibility of the Marine Corps. No contractor testing is anticipated. The time frame for the Marine Corps procurement is beginning in FY07 with a target quantity of 567.

C.17 Warranty Repair Report

In accordance with CDRL A012, the contractor shall submit a report reflecting all of the warranty claims processed on each vehicle within the appropriate reporting period. In addition to the data required by the DID, the report shall include the number of operating hours on the vehicle at the time of fault.

C.18 Leasing Of Vehicles - Option

The contractor shall lease commercial vehicles, without military modifications, for periods of 1 year to support training at Ft. Leonard Wood. The vehicle model shall be the most current model purchased under this contract or the model being offered during the current ordering period. The vehicles shall be new and unused.

C.18.1 Lease Period: The lease period shall commence upon delivery and acceptance of the vehicle to Ft. Leonard Wood and shall end 365 days thereafter. Any extension of the lease period must be mutually agreed upon in writing.

C.18.2 Lease Rates: Lease rates include transportation charges to and from Ft. Leonard Wood and loading, unloading, assembly and disassembly. In addition, lease rates shall include insurance and costs associated with damage, destruction and theft of the leased equipment described in the Damage and Theft Waiver paragraph of this provision. Lease rates do not include fuel, cleaning or any other incidental costs or expenses, which are the responsibility of the Government.

C.18.3 Receipt of Equipment: By accepting delivery, the Government acknowledges that the equipment and all devices and materials are in good working and secure condition.

C.18.4 Condition of Equipment: Within 24 hours after receipt and prior to use, the Government shall make a complete inspection of the equipment and shall notify the contractor of any defects. The contractor shall repair or replace the equipment within 24 hours of notification by the Government of a defect, and the lease period will begin upon completion of the repair or replacement of the equipment. If the equipment is later found not to be in good mechanical condition, and it is determined not to be caused by the fault or negligence of the Government, the Government shall notify the contractor immediately. The contractor will repair or replace the equipment within a reasonable amount of time and the lease period shall be extended for the period the equipment is not in service.

C.18.5 Return of Equipment: The contractor shall pick up the equipment from Ft. Leonard Wood at the end of the lease period. The equipment shall be in the same condition and repair as when delivered to the Government, except reasonable wear and tear. Reasonable wear and tear is defined as the normal deterioration of the equipment caused by ordinary and reasonable use. The following shall not be deemed reasonable wear and tear: damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels, damage resulting from any collision, overturning or improper operation of the equipment, including overloading or exceeding the rated capacity of the equipment, damage in the nature of dents, bending, tearing, straining and misalignment to the equipment or any part thereof, and wear resulting from excessive use (beyond 8 hours per day, 5 days per week).

C.18.6 Use of Equipment: The equipment shall be used in accordance with manufacturers instructions and within its rated capacity.

C.18.7 Maintenance and Repair of Equipment: The Government shall perform daily preventative maintenance checks and schedules of the equipment at the operator level. Repair and service of equipment shall be performed by the contractor. The contractor agrees that any repair or maintenance costs shall not exceed the contractors customary charges.

C.18.8 Assignment, Subletting and Location: The Government shall not assign, sublet or subrent the equipment leased or remove it from

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Ft. Leonard Wood without the written consent of the contractor.

C.18.9 Damage and Theft Waiver: The contractor is responsible for damage to, destruction of, or theft of the leased equipment, except as follows:

a. Damage to tires, tubes or wheels caused by deflation, blow-out, bruises, dents, cuts or other causes resulting from the use of the equipment.

b.Damage from misuse or abuse of the equipment.

C.18.10 Public Liability and Property Damage Liability Insurance (Third Party):_ The contractor is responsible for maintaining in force Public Liability and Property Damage Liability Insurance for damages sustained by any person or persons as a result of maintenance, use, operation, possession, storage, erection, dismantling, servicing or transportation of the equipment.

C.18.11 Title: Title to all equipment leased under this contract shall remain with the contractor.

*** END OF NARRATIVE C 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED 52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test 4 Light Loaders Type II, 3 Heavy Loaders Type I and 1 Heavy Loader Type II of Contract Line Item 0101AA, 0102AA, 0103AA as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 240 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:
 USATACOM
 6501 E. 11 Mile Road,
 Warren, MI 48397-5000
 ATTN: AMSRD-TAR-E/CE MS: 21
 Suzanne Culkin (586) 574-5189

Marked FIRST ARTICLE TEST REPORT: Contract No. _____; Contract Line Item Number 0101AA, 0102AA, 0103AA_____.

Within 360 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

E-2 CHANGED 52.209-4	FIRST ARTICLE APPROVAL--GOVERNMENT TESTING [ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)]	SEP/1989
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(a) The Contractor shall deliver 8 units (4 Light Loaders Type II, 3 Heavy Loader Type I and 1 Heavy Type II of Contract Line Item 0101AA, 0102AA, 0103AA within 240 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government at the following address:

Two Light Type II with attachments and two Heavy with one each Type I and Type II Loaders with attachments
Aberdeen Test Center
Bldg 462A
APG, MD. 21005
Attn: Joe Carabetta 410-278-5128

One Light Type II with attachments and one Heavy with one each Type I and Type II with attachments
Contractor's Facility

One Light Type II with attachments and one Heavy with one each Type I and Type II with attachments
Unknown Facility

for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 360 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

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SECTION F - DELIVERIES OR PERFORMANCE
ADDENDUM TO CONTRACT TERMS AND CONDITIONS
DELIVERIES OR PERFORMANCE

F.1 Required Delivery Schedule

- a. The contractor shall present eight Government First Article Test Vehicles 240 days after contract award.
- b. Delivery Schedule for Production Vehicles:
1. For all delivery orders issued prior to government approval of First Article Test (FAT), the parties will negotiate the delivery schedule.
2. For any delivery order which is issued after the government approval of FAT, deliveries shall start 120 days after the date the delivery order is issued if the contractor has completed deliveries on all previous delivery orders. If the contractor has not completed deliveries on all previous delivery orders, delivery shall begin at the end of the last order. Monthly quantities will be negotiated at the time the delivery order is issued.
3. There are no quantity limitations to the Delivery Orders the government intends to issue over the term of this contract. However, unless otherwise agreed, the contractor will not be required to produce more than 30 vehicles in any 30 day period.
4. Acceleration of delivery orders is NOT acceptable without written approval from the Contracting Officer.

F.2 Definition of DAC

For all data and hardware deliverables, "Days After Contract Award (DAC)" applies to the date specific delivery orders are awarded, not the date the basic contract is awarded. For example, if we issue a delivery order for a Light Type II six months after the basic contract is awarded, the FAT vehicles and the associated data are due according to the timeframes established in the contract, starting at the date of the delivery order.

*** END OF NARRATIVE F 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
 ADDENDUM TO CONTRACT TERMS AND CONDITIONS
 SPECIAL CONTRACT REQUIREMENTS

H.1 Contractor Responsibility For AR 700-142 Material Release Compliance

- a. Contractors need to be aware that TACOM must meet the requirements of AR 700-142 and obtain formal Material Release prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a new item. In addition to the actual test items provided by contractors to demonstrate operational performance, there are significant information requirements as called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with the relationship between the information requirements of the contract and the requirements for a material release. A significant, critical part of the support for the material release is based on data and information provided under this contract.
- b. Contractors play a crucial role in a successful Material Release by providing accurate and timely data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract schedule for the contractor to deliver necessary data and the government to prepare the necessary documents to obtain a full Material Release prior to fielding of contractually required hardware to field units.
- c. Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially.
- d. The Contracting Officer has the right to unilaterally extend the delivery schedule of the vehicles, at no cost to the government, by the period of time equal to any delay in delivery of acceptable logistics data or LMI. The government further has the right to refuse to inspect and accept vehicles in advance of the extended delivery schedule. During the period of any delays in inspection and acceptance due to late or deficient delivery of data, the contractor shall store all vehicles produced at no cost to the government. During any such time, preservation and protection of stored vehicles to ensure compliance with the Purchase Description of this contract will be the responsibility solely of the contractor.

H.2 Requirement For Warranty

The contractor shall provide its standard commercial warranty with all applicable pass through warranties. The warranty will be incorporated in the contract at Attachment 4.

H.3 Ordering Year

For purpose of defining ordering year the first ordering year begins with the date of award of this contract. The remaining ordering years commence on the anniversary date of the initial contract award.

H.4 First Destination Transportation Zones.

The Continental US is divided into zones for the purposes of facilitating shipping charges as follows:

- Zone 1: Washington, Oregon, Idaho
- Zone 2: California, Nevada
- Zone 3: Montana, Wyoming, North Dakota, South Dakota, Nebraska
- Zone 4: Utah, Arizona, Colorado, New Mexico
- Zone 5: Minnesota, Wisconsin, Iowa, Michigan
- Zone 6: Kansas, Oklahoma, Missouri, Arkansas
- Zone 7: Texas, Louisiana
- Zone 8: Illinois, Indiana, Ohio, Kentucky
- Zone 9: Tennessee, Mississippi, Alabama
- Zone 10: Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut
- Zone 11: Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia
- Zone 12: North Carolina, South Carolina, Georgia, Florida.

H.5 Parts Support

The contractor agrees to enter into a separate parts support contract with the Defense Supply Center Columbus (DSCC) of the Defense Logistics Agency (DLA) for the expected life of the vehicle (at least 15 years). The initial contract will be for one to five years for a ready means of acquisition of replacement parts and/or components in support of the Family of Loaders. It will include option periods for up to a 15-year Indefinite Quantity Contract (IQC), with prices negotiated annually. (Note: DLA may elect to award options of different lengths but the total length of support will be for 15 years.) Delivery Orders issued against the support contract for Direct Vendor Delivery (DVD) shipments will have inspection/acceptance/FOB point Destination with Fast Pay Payment procedures applying to each DVD order less than \$100,000.00. The contractor must be able to process both manual and electronic orders for DLA stock purchases and

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manual orders for TACOM and Foreign Military Sales (FMS) requirements. The information at Attachment 5 is included for guidance.

H.6. Incentive For Early Delivery of F.A.T. Vehicles.

H.6.1. The contractor is required to deliver the test vehicles in accordance with provision F.1 of the solicitation. However, the Government desires earlier delivery of the test vehicles if possible. All quantities of all three vehicle types must be delivered early to receive the incentive. If early delivery of the FAT vehicles is staggered, but the total quantity is ultimately delivered early, government will pay the bonus based on the date the last vehicle is delivered. For example, if six vehicles are delivered in 120 days and the remaining two are delivered in 150 days, the bonus paid will be the one applicable to the 150 day delivery. The Government will pay the contractor a bonus for early delivery as follows:

- a. 10% of the contract price will be added to CLIN s 0101AA (light loader Type II FAT VEH), 0102AA (Heavy Loader Type I FAT), and 0103AA (Heavy Loader Type II FAT) if all three CLINS are delivered within 180 Days after contract Award
- b. 15% of the contract price will be added to CLIN s 0101AA, 0102AA and 0103AA if all three CLIN s are delivered within 150 days after contract award.
- c. 20% of the contract price will be added to CLIN s 0101AA, 0102AA and 0103AA if all three CLIN s are delivered within 120 days after award.

In addition to the delivery and acceptance of the test vehicles, the contractor must also provide the following items prior to the time frames above in order to receive the applicable incentive award:

- i. All contractor support of Government Testing identified in E.6 of the RFP/contract.
- ii. Safety Assessment Report (SAR) required by provision C.10.2 and CDRLS B015 and C015.
- iii. Transportability Report required by provision C.9 and CDRL A009.

All items and data must be accepted by the Government prior to the required delivery dates to receive the incentive payment. The incentive payment will be paid upon successful completion of the Government test.

H.7 Incentive for Early Delivery of TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and Electronic Technical Manuals (ETMs) - Light Type II

The contractor is required to deliver TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and Electronic Technical Manuals (ETMs) in accordance with CDRLs B004, B005, B006, B007, B008, and B018. Delivery of this data is important for the government to be able to field the vehicles on schedule. Therefore, the Government will add to the contract price the following amounts as consideration for early delivery:

\$50,000 for delivery of Final Draft Equipment Publications with supplemental data IAW contract requirements within 360 days of contract award.

\$25,000 for delivery of Final Draft Equipment Publications with supplemental data IAW contract requirements within 390 days of contract award.

The incentive will be paid only if all Technical Manuals Final (Draft Equipment Publications TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and ETMs) are delivered and accepted within the specified timeframes. In addition, the incentive will only be paid if the Final Manuals with supplemental data, Final Reproducible Copy (FRC) and all applicable copyright releases are delivered and accepted by the Government which should occur within 45 days of Government review and approval of FRC Publications delivery.

H.8 Penalty for Late Delivery of TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and Electronic Technical Manuals (ETMs) - Light Type II

The contractor is required to deliver TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and Electronic Technical Manuals (ETMs) in accordance with CDRLs B004, B005, B006, B007, B008, and B018. Delivery of this data is important for the government to be able to field the vehicles on schedule. Therefore, the Government will deduct from the contract price the following amounts as consideration for late delivery:

\$10,000 for delivery of Final Draft Equipment Publications with supplemental data up to 15 days late.

\$25,000 for delivery of Final Draft Equipment Publications with supplemental data up to 30 days late.

\$50,000 for delivery of Final Draft Equipment Publications with supplemental data up to 45 days late.

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\$75,000 for delivery of Final Draft Equipment Publications with supplemental data more than 60 days late.

The penalty will be applied if any of the Technical Manual (Final Draft Equipment Publications TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and ETMs) is not delivered and accepted within the specified timeframes.

H.9 Incentive for Early Delivery of TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and Electronic Technical Manuals (ETMs) - Heavy Types I/II

The contractor is required to deliver TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and Electronic Technical Manuals (ETMs) in accordance with CDRLs C004, C005, C006, C007, C008, and C018. Delivery of this data is important for the government to be able to field the vehicles on schedule. Therefore, the Government will add to the contract price the following amounts as consideration for early delivery:

\$50,000 for delivery of Final Draft Equipment Publications with supplemental data IAW contract requirements within 360 days of contract award.

\$25,000 for delivery of Final Draft Equipment Publications with supplemental data IAW contract requirements within 390 days of contract award.

The incentive will be paid only if all Technical Manuals Final (Draft Equipment Publications TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and ETMs) are delivered and accepted within the specified timeframes. In addition, the incentive will only be paid if the Final Manuals with supplemental data, Final Reproducible Copy (FRC) and all applicable copyright releases are delivered and accepted by the Government which should occur within 45 days of Government review and approval of FRC Publications delivery.

H.10 Penalty for Late Delivery of TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and Electronic Technical Manuals (ETMs) - Heavy Types I/II

The contractor is required to deliver TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and Electronic Technical Manuals (ETMs) in accordance with CDRLs C004, C005, C006, C007, C008, and C018. Delivery of this data is important for the government to be able to field the vehicles on schedule. Therefore, the Government will deduct from the contract price the following amounts as consideration for late delivery:

\$10,000 for delivery of Final Draft Equipment Publications with supplemental data up to 15 days late.

\$25,000 for delivery of Final Draft Equipment Publications with supplemental data up to 30 days late.

\$50,000 for delivery of Final Draft Equipment Publications with supplemental data up to 45 days late.

\$75,000 for delivery of Final Draft Equipment Publications with supplemental data more than 60 days late.

The penalty will be applied if any Technical Manuals (Final Draft Equipment Publications TM 5-3805-XXX-10, TM 5-3805-XXX-23, TM 5-3805-XXX-23P, TB 5-3805-XXX-14 and ETMs) is not delivered and accepted within the specified timeframes.

H.11 Survivability Requirements

Due to the classified nature of the survivability specifications referenced in the PD, the government reserves the right to negotiate the survivability requirements in paragraph 3.5.1 of the PD after contract award. This includes test, test support, information to be included in the Technical Manuals, and any necessary change to the vehicles unit prices.

H.12 Economic Price Adjustment, Family of Loaders

1. The Contractor warrants that the loaders to be provided under this contract are, except for modifications required by the contract specifications, supplies for which it has an established price. The term established price means a price that
 - a. Is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and
 - b. Is the net price after applying any standard trade discounts offered by the Contractor, and
 - c. Is one for which a current published catalog price or current published price list is maintained by the Contractor, and is available for viewing, or provided to the Contractors dealers.

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2. Items Covered by This Clause: The items covered by this clause are the hardware CLINs in ordering years 6 through 10. This includes the loaders, forklift attachments, sweeper attachment and arctic kits. First destination transportation is not considered a hardware CLIN.

- a. The prices for all items in this contract are based on time of order, not time of delivery or performance.
- b. The prices for the loaders, attachments and arctic kits are Firm-Fixed-Priced (FFP) for the first five ordering years. Furthermore, for these first five ordering years, the prices cannot be changed due to a loader model change.
- c. The prices for ordering years six through ten for the items listed in this paragraph -2- are fixed priced, subject to economic price adjustment (EPA). Prices for these CLINs shall remain in effect throughout ordering years six through ten, regardless of whether the Government actually issues orders in any particular ordering period.

3. If at any time during ordering years 6 through 10, the contractors established price for loaders (the offered commercial item) is, or changes to, an amount above or below the then-current ordering year established price that is included in the respective CLIN price, the contractor shall promptly notify the Government and propose an adjustment in the price of loaders for that ordering period, in accordance with the provisions of this clause. The contractor shall so notify the Government as soon during the particular ordering period as the contractor is aware of such an increase, decrease or difference in the price of its offered commercial item.

- a. The respective price for modifications beyond standard commercial practice (shown on Attachment 12) shall be adjusted by the same percentage that the respective commercial item price is adjusted.
- b. For all CLINs in ordering years 6 through 10 that are subject to economic price adjustment, the Contractor warrants that the economic price adjustments the Contractor proposes, and the price adjustments the contractor subsequently agrees on, shall result in prices that are as low as those the Contractor charges its most favored customers (exclusive of any part of the price that reflects modifications resulting from compliance with contract specifications that are beyond standard commercial practice). In addition, the Contractor warrants that it shall provide the Government a discount of at least ____ % (Offeror insert same discount rate included in initially offered prices. If applicable, indicate different discount(s) for different hardware items.) applied to the Contractors catalog or list price.
- c. The adjusted CLIN prices for ordering years six through ten shall not exceed the price ceilings that are in Attachment 12. The ceiling prices are 10% above each ordering years fixed price that is subject to economic price adjustment. There shall be no downward limit to the price adjustments that are made under this clause.

d. The Contractors proposal for Economic Price Adjustment shall contain the information below:

- (1) Proposed adjusted prices for the ordering period, for the CLINs subject to this clause. The contractor shall also show the quantitative calculations for how these proposed prices were derived, and narrative rationale supporting the reasonableness of the prices.
- (2) For the loaders, forklift attachments, sweeper attachments and arctic kits, a copy of the most-current published catalog or price list that is available for viewing, or provided to the Contractors dealers. This copy must also show the effective date(s) for the prices in the catalog or list.
- (3) A copy of the commercial literature specification sheet for the item(s) if different from the previous submittal, or if not previously provided by the Contractor.
- (4) Discounts, schedule, and marketing data regarding the contractors commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in that data since the completion of the initial or most recent subsequent submission, whichever is applicable.

e. In evaluating the Contractors proposed Economic Price Adjustments, the Government reserves the right to make a site visit to the Contractors location, to view commercial sales invoices for these loader types, loader attachments and arctic kits, for the prior year. The Contractor agrees to allow the Government to view such invoices. This would allow the Government to verify actual selling prices (and discounts granted) to the contractors most-favored customers.

f. The contractor may submit a maximum of two proposals for separate economic price adjustments, for any ordering period. No contract modification for Economic Price Adjustment shall be executed under this paragraph -3- until the Contracting Officer receives and reviews the Contractors proposal data as itemized in paragraph -d- above.

g. Any price increase or decrease shall apply to those items ordered on or after the effective date of the change in the Contractors established price, or if applicable, on or after the date where a difference existed between the Contractors established price and the established price included in the respective CLIN unit price. The following limitations apply to economic price adjustments under this clause:

- (1) Any Contractor proposal for price increase for a particular ordering period must be received by the Contracting Officer before

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the ordering period is done.

(2) Price increases under this provision may be applied retroactively to items ordered no more than 30 days before a request for adjustment pursuant to this clause is received by the Contracting Officer.

4. In response to a submittal under paragraph -3d- above, the Government reserves the right to exercise one of the following alternatives:

- a. Accept the Contractors price adjustments as requested when all conditions above are met.
- b. Negotiate a mutually agreeable price adjustment, when the Contractors requested price is not favorable to the Government.
- c. In the event that the Government does not accept the contractors proposed price adjustment, and the parties are unable to agree to such an adjustment, the contracting officer may unilaterally determine the adjustment, subject to the disputes article of the contract.

5. Example of Economic Price Adjustment(s) for Ordering Year 6:

a. Contractor proposes a 6% price increase for economic price adjustment (EPA).

	Year 6 Original Fixed Price subject to EPA	Ceiling	Contractor Proposed Adjusted Price	Agreed-Upon Adjusted Price
Offered Commercial Item	\$1,000		\$1,060	\$1,060
Mods Beyond Std Commercial Practice	<u>\$100</u>		<u>*\$106</u>	<u>\$106</u>
CLIN Unit Price	\$1,100	\$1,210	\$1,166	\$1,166

b. Contractor later proposes an additional separate 5% increase for EPA.

	Year 6 Updated Price subject to EPA	Ceiling	Contractor Proposed Adjusted Price	Agreed-Upon Adjusted Price **
Offered Commercial Item	\$1,060		\$1,113	\$1,100
Mods Beyond Std Commercial Practice	\$106		<u>*\$111</u>	<u>\$110</u>
CLIN Unit Price	\$1,166	\$1,210	\$1,224	\$1,210

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* Adjustment by same percentage that price for offered commercial item is adjusted.
 ** Maximum increase, to ceiling price.

H.13 Options for Five Additional Years of Performance (CLINs 0601 - 1013)

The government may extend the contract beyond the five year period, in one year increments. Upon exercise of each option, the contractor shall provide an additional year of vehicle and attachment production, New Equipment Training, and Contractor Technical Support. These options may be exercised at any time during the previous ordering period of the contract, at the firm-fixed prices set forth in Section B. The contract shall continue, whether the Government issues orders in any particular ordering period or not. Lack of orders in any option year does not eliminate the governments right to exercise any subsequent option. The total ordering period duration of this contract including exercise of any options under this clause, shall not exceed 10 years.

H.14 Option for Lease of Commercial Vehicles-First Ordering Period

The government may exercise this option, to lease commercial vehicles (Light Type II, Heavy Type I, and Heavy Type II) for a one year periods for use at Ft. Leonard Wood, MO at the prices set forth in Section B. This option may be called up at any time in the ordering period. Lack of leasing vehicles in any one option period does not eliminate the governments right to exercise any subsequent option.

H.15 Option for Lease of Commercial Vehicles - Second Ordering Period

The government may exercise this option to lease commercial vehicles (Light Type II, Heavy Type I, and Heavy Type II) for a one year period for use at Ft. Leonard Wood, MO at the prices set forth in Section B. This option may be called up at any time in the ordering period. Lack of leasing vehicles in any one option period does not eliminate the governments right to exercise any subsequent option.

H.16 Option for Lease of Commercial Vehicles - Third Ordering Period

The government may exercise this option to lease commercial vehicles (Light Type II, Heavy Type I, and Heavy Type II) for a one year period for use at Ft. Leonard Wood, MO at the prices set forth in Section B. This option may be called up at any time in the ordering period. Lack of leasing vehicles in any one option period does not eliminate the governments right to exercise any subsequent option.

H.17 Option for Lease of Commercial Vehicles - Fourth Ordering Period

The government may exercise this option to lease commercial vehicles (Light Type II, Heavy Type I, and Heavy Type II) for a one year period for use at Ft. Leonard Wood, MO at the prices set forth in Section B. This option may be called up at any time in the ordering period. Lack of leasing vehicles in any one option period does not eliminate the governments right to exercise any subsequent option.

H.18 Option for Lease of Commercial Vehicles - Fifth Ordering Period

The government may exercise this option to lease commercial vehicles (Light Type II, Heavy Type I, and Heavy Type II) for a one year period for use at Ft. Leonard Wood, MO at the prices set forth in Section B. This option may be called up at any time in the ordering period. Lack of leasing vehicles in any one option period does not eliminate the governments right to exercise any subsequent option.

H.19 Exchange Used Vehicles

The government intends to keep its fleet current with contractor model changes. The contractor agrees to exchange used government vehicles that were procured under this contract at mutually agreed upon prices. Any exchange of vehicles will be accomplished by supplemental agreement to the contract.

H.20 The configuration of the vehicle being offered to meet the requirements of this contract should remain the same for the first ordering period of the contract.

H.21 The government may use this contract to fill requirements for other government agencies or Foreign Military Sales (FMS) customers. However, these other customers are not required to use this contract to fill their requirements.

*** END OF NARRATIVE H 001 ***

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.22 Reserved.

L.23 PROPOSAL INSTRUCTIONS AND CONTENT

L.23.1 The offeror shall submit two hard copies and an electronic version of their proposal as specified in L.23.1.1 through L.23.6 below. All proposal information must be in the English language. The written portion of the proposal shall include a volume for each factor of the evaluation, and a volume for the following information:

- a. One copy of SF 1449 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed.
- c. Small/Small Disadvantaged Business Subcontracting Plan. This does not apply to U.S. Small Business firms.

L.23.1.1 Proposal Delivery Procedures (Paper and Electronic). Paper proposals will not be accepted at the TACOM Bid Lobby depository. The hardcopy paper and over-packed electronic versions (L.23.2) of your proposals will be required to go through a screening process prior to delivery to the Bid Lobby Depository. Your proposal will still be addressed and marked as required in Handcarried Offers, 52.215-4003. When your delivery service arrives at the main gate (11 Mile Road entrance) your proposal will be routed to building 249 receiving dock. Your delivery service will receive instructions and directions to Building 249 from TACOM security police upon arrival. Upon arrival at the receiving dock your delivery service representative must request that the receipt be date/time stamped. The receiving dock employees dont date/time stamp as a normal business activity. That date/time receipt will be the official time of delivery of your proposal per FAR 52.215-1 Instructions to Offerors - Competitive Acquisitions and FAR 53.214-7 late submissions, modifications and withdrawals.

L.23.1.2 Electronic Proposal: Identical electronic versions of your paper proposal shall be submitted for Volumes 1-6. Each Volume, including Attachments, shall be submitted in separate CD ROMs or write-protected Iomega 100Mb Zip or 1 Gb Jaz disks to facilitate Government review, and shall be readable on an IBM PC or compatible system running Microsoft Windows 95 or higher. File format must be compatible with Microsoft Word 97. For the Price Factor Volume, spreadsheets shall be in Excel or Excel readable format. The electronic version must be overpacked with the paper version.

L.23.1.3 Hardcopy proposal: Font size must be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. Use standard 8.5 X 11 size paper except single foldout pages up to 17 X 11 may be used. Number each page and provide an index with each volume. The complete set of volumes will be accompanied by a cover letter (letter of transmittal) prepared on the companys letterhead. The number of pages of each separate volume shall be sent to the Bid Room, clearly labeled and in a separate binder as follows:

Volume 1 - Technical Factor (TIQ)
Volume 2 - Reliability Factor
Volume 3 - Logistics Factor
Volume 4 - Price Factor
Volume 5 - Logistic Past Performance/Small Business Participation Factor
Volume 6 - SF 1449, RFP Sections A - K

L.23.1.4 Notwithstanding the information contained on the TACOM Procurement Network Website concerning electronic proposal submission, we will not accept e-mail or datafax offers.

L.23.1.5 In the event of a conflict between the electronic and hardcopy proposals, the hardcopy proposal will take precedence.

L.23.1.6 In addition to your written proposal, you must make available (within 100 miles of TACOM) the two Loader models that you are proposing. Your proposal must include the address and point of contact for each location. The Contracting Officer will make arrangements for the government team to examine the vehicles. The vehicles shall be the standard commercial models identified in B (1) of the Technical Information Questionnaires (TIQ), Attachment 2. The modifications that would be necessary to meet the requirements set forth in the Purchase Description are not required for these vehicles. Vehicles must be available no later than one week after RFP closing.

L.23.1.7 Proposal Submission Guidance. The offeror's proposal/offer, as required by this section, will be evaluated as set forth in Section M of this solicitation. In addition to the general requirements of the solicitation provision FAR 52.215-1 (Alt 1), your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal.

L.23.1.8 Accordingly, offerors are encouraged to contact the Contracting Office via email in order to request an explanation of any aspect of these instructions.

L.24 Rejection of Proposals: Offerors are cautioned that proposals which fail to meaningfully respond to the requirements of Section L and which merely offer to perform the work in accordance with the RFP, or which fail to present more than a statement indicating their capability of compliance with the technical requirements without elaboration, shall be deemed unacceptable and shall not be further

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considered for award. Failure to conform to the requirements stated herein or exceptions taken to the terms and conditions of the RFP may form the basis for rejection of the offer. (See Section M Provision M.1b entitled "Rejection of Proposals").

L.25 - Volume 1 Technical - Go/No-Go

L.25.1 Offerors shall clearly establish conformance with technical requirements in the PD through the data and information which they submit with their proposal. Offerors shall establish conformance by submitting the following information.

L.25.1.1 Offerors shall fill in the TIQs found in Attachment 2, for the their proposed vehicles. Failure to provide any of the information required by Attachment 2 may render your proposal ineligible for award. In addition to completing the TIQs, offerors shall submit available commercial literature, and may submit additional technical information, commercial literature, or other supporting data.

L.26 Volume 2 Factor 1: Reliability

L.26.1 Submission of Reliability Proposal and Safeguarding of Contractor Reliability Data.

Offerors are advised that it is a crime to improperly release contractor proprietary data. In addition, the Government sequesters the Source Selection Evaluation Board (SSEB) in access controlled facilities to ensure safeguarding of proprietary data.

L.26.2 Reserved.

L.26.3 Reserved.

L.26.4 Reserved.

A. Reliability Estimate

Offeror will provide an estimate of the Mean Time Between Essential Function Failures (MTBEFF) for each of the offered Light Type II and Heavy Types I/II vehicles. Offeror will provide a discussion on whether you expect the military modifications (MIL-STD-209, transportability, NATO Slave Receptacle, etc. to reduce the estimated MTBEFF. If you anticipate a reduction of MTBEFF, elaborate on the effects and provide the resulting MTBEFFs. Failure to provide this information with your proposal may result in your proposal being rejected for failing to respond to the proposal preparation instructions.

B. Reliability Supporting Data.

i) A discussion on how elements of your corporate reliability program were executed on the commercial model development.

ii) A detailed analysis of how the offeror determined the estimated MTBEFF for each vehicle type.

The numbers used in the mathematical calculations to arrive at the MTBEFF estimate will be clearly represented in an easy to follow format. The basis of the numbers used in the calculations shall be clearly explained traceable. The detailed analysis shall include a summary distribution of essential function failures per definitions in Attachment 6 (The attachment refers to the HMEE, but is being provided here as a guidefor use with the FOL) and the corresponding actions taken to mitigate their effect on system reliability.

iii) Offeror shall prepare binders (one set for the Light Type II and one set for the Heavy Types I/II), tabbed for easy reference, with any data you feel necessary to support your analysis in para ii above. Supporting data can include the following:

- 1) Reliability test report on applicable commercial models.
- 2) Failure history including symptoms, causes, and fixes of each type of failure experienced in commercial fleet. Also information on the cumulative time at each failure, mean length of time (hours, miles, or whatever is appropriate) before each failure.
- 3) Parts demand data.
- 4) Minutes/summaries of any failure review boards conducted.
- 5) Expected life between overhauls
- 6) A copy of offered warranties (basic and extended) and warranty information results to include the major problems and their causes
- 7) How reliability growth has been applied to the proposed vehicles.
- 8) Number of years that the proposed commercial models have been in production and the total number produced.
- 9) The total number of similar model(s) produced and when.
- 10) Previous type of testing that has been done on vehicle offered to include both cold and hot testing
- 11) A copy of your ISO certification (if certified) and a copy of your subcontractors ISO certification (if available)

L.27 Volume 3 Factor 2: Logistics

There are five subfactors within the Logistics Factor: Global Support, Ease of Maintenance, Transportability, Commonality, and Maintenance Manuals. The relative weights of the elements are set forth in Section M.

L.27.1 Subfactor 1: Global Support

Global Support. The Army conducts more and more operations in areas of the world with austere infrastructures and little or no host nation support. Therefore, the government desires a global network to supplement its organic capabilities for the vehicles offered. This support consists of all parts and services, to be provided to CONUS (Continental United States) based units and to units deployed OCONUS (Outside CONUS), in both contingency and non-contingency areas of operation.

Describe how your current commercial parts support and technical service network is able to support the Government under worldwide peacetime and contingency (peacekeeping and wartime operations) for the offered vehicles, within the timeframes listed in Attachment 5, paragraph 1.3, for the following locations:

CONUS	OCONUS
Ft. Irwin, CA	Afghanistan
Ft. Hood, TX	Korea
Ft. Stewart, GA	Iraq
Ft. Leonard Wood, MO	Germany
Ft. Lewis, WA	Hawaii
Ft. Drum, NY	Philippines
	Kuwait

(Note: The list of locations above is a representative sample of locations within each of the US Strategic Commands area of responsibility and is not limiting or indicating the future locations of FOL deployment.)

If your global support approach includes a dealership network, provide a list of the locations of dealers, warehouses and distribution centers available for spare parts support for the locations listed above. Describe any changes to the offerors existing parts support system needed to meet the needs of the military at the locations listed above. Also, explain how your existing service network supports your worldwide customers.

L.27.2 Subfactor 2: Ease of Maintenance. The Army requires a FOL system that minimizes the maintenance burden on the soldier. Ease of Maintenance consists of the following: Ease of Removal and Replacement/Modular Design, Diagnostics, and Scheduled Maintenance.

a. Ease of Removal and Replacement/Modular Design.

Modular design is defined as the design of major components/assemblies (i.e., cab, engine, transmission, axles, front end loader, buckets, etc.) for ease of removal and replacement.

List design features that the offered vehicles have that are modular in design (i.e. quick release vs. bolted designs).

Provide the estimated times to remove and replace the following major components:

- Engine
- Transmission
- Front Axle
- Starter
- Alternator
- Main hydraulic pump

If your approach to engine and transmission removal requires that they are removed as a Power Pack, also list the time required to separate the two components.

Do not include times for Equipment Conditions (i.e., tasks required to prepare the vehicle for maintenance or remove parts to gain access to the component) and Follow-on Maintenance tasks (i.e., tasks required to install the parts that were removed as Equipment Conditions) in this estimate.

Provide any documentation or analysis generated that supports the validity of the estimated times for the six major components listed above. Your proposal shall include instructions from your commercial manuals on the performance of these tasks.

b. Diagnostics.

Describe what diagnostic features are offered with your proposed systems, including identifying all conditions that are measured. Describe the current diagnostic and fault isolation capabilities to facilitate the ease of serviceability and maintenance on the models you are offering. Describe in detail the method(s) of diagnosing malfunctions using any combination of the following: embedded diagnostics, automated diagnostics using external test equipment or manual diagnostics using external test equipment.

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c. Scheduled Maintenance.

Provide the times required to perform the maintenance tasks listed on Attachment 10. Provide documentation for the basis of each time estimate. Times listed in the srvice rate manual are preferred. If times are not available in service rate manual, provide credible documentation of estimated times. Identify all parts (quantities and cost), man-hours required to perform each task for each vehicle type on Attachment 10. If the offered vehicle(s) requires a maintenance action(s) other than those listed on Attachment 10 with a cumulative time of over 5 hours per year to perform, add the task(s) to Attachment 10 and provide all information on the chart. (Do not add routine operator tasks, i.e. fluid level checks, lube points and visual checks.)

L.27.3 Sub-factor 3: Transportability

L.27.3.1 Describe your approach to transporting the Light Type II Loader by C-130 Air Force cargo aircraft and the Heavy Types I/II by highway without requiring permits on the M870 series semi-trailer. Transport while fully assembled is desired. Provide a list of modifications you will make to each of the vehicles so that they are able to fit inside the smallest envelopes (C-130 for the Light Type II and highway transport for the Heavy Types I/II). If disassembly is necessary, indicate in your proposal the total time for preparation for transport of each vehicle type (requirement is no more than 60 minutes by two people), including the extent to which you approach the desired requirement of thirty minutes or less by two people for preparation in paragraphs 3.3.3 and 3.3.4 of the PD. Also, provide a list of all items, if any, that must be removed from the vehicle to meet the Roll-On/Roll-Off (RO/RO) requirements. If the cab needs to be removed, describe your approach to making the vehicle operational with cab removed for loading and unloading. Provide the time, personnel, tools, and equipment required for each item during disassembly and re-assembly; include the basis for establishing this estimate, broken down by specific tasks. The equipment organic to the unit includes forklifts and cranes.

L.27.3.2 Provide an engineering analysis of your lift/tie down provisions (include calculations and dimensions) and provide a discussion of how you intend to meet the MIL-STD-209 for lift and tie downs. Your proposal shall include line drawings of each of the vehicles showing measurements of the vehicle, vehicle weights, center of gravity, tire footprint area, and tire pressure.

L.27.4 Sub factor 4: Commonality. The offerors proposal shall address the Commonality between the Light Type II and Heavy Type I/II models and demonstrate savings to the Army as a result of such commonality. Supporting data shall include, at a minimum:

a. Identify common parts (must identify parts by P/N which must be the same for both vehicles to be considered common), components, tools (must identify components and tools by P/N which must be the same for both vehicles to be common), and diagnostic software (which must be the same version for both vehicles in order to be considered common) between the Light Type II and Heavy Type I/II vehicles. Explain in detail the benefits the Army derives from these common items including supporting data and analysis. Where benefit to the Army is asserted because of commonality for parts, components, tools, and diagnostics software, the offeror must at a minumum address the usage of the item(s) in explaining the benefit.

b. Identify and explain common or similar maintenance, operation, and diagnostic procedures between the Light Type II and Heavy Type I/II vehicles. Explain in detail the benefits (e.g., reduced training) the Army derives from these common procedures, including supporting data and analysis. Where benefit to the Army is asserted because of commonality or similarity of maintenance, operation and diagnostics procedures, the offeror must at a minumum address the usage of the item(s) in explaining the benefit.

L.27.5 Subfactor 5 Maintenance Manuals (Includes B004 - B007 and C004 - C007) (Supplemented COTS -23 and -23P manuals and related ETMs with underlying electronic files)

L.27.5.1 The proposal and evaluation will address the offerors plan to deliver acceptable maintenance and RPSTL manuals from the basis of a time phased layout of labor skills and labor mix. Offerors are required to define the baseline in terms of the existing manuals, explain an understanding of what an acceptable manual shall consist of, and provide a detailed labor estimate of the skills and mix (see Attachment 9) necessary to meet the acquisition need, including interim milestones. Most importantly, offerors must provide an explanation of the estimating methodology, on an overall basis as well as on an individual skill basis. Its the substantiating narrative that will be assessed to conclude the offerors level of understanding and likelihood of success. Offerors are cautioned that the same level of detail must be provided for the prime and all subcontractors involved in preparation and delivery of B004 - B007 and C004 - C007.

L.27.5.2 Current Commercial Off-the Shelf (COTS) TMs

Identify if the current TM(s) are paper based only or are based on intelligent, editable, searchable files. If the TM(s) are a combination of paper based and electronic files identify relative proportion of paper versus electronic. The higher proportion of paper only or non-editable electronic file should be reflected as an increased effort in your appropriate labor category & hours. Identify the types of computer hardware and software you and your subcontractor will use to meet the TM and the ETM requirements.

L.27.5.3 RESERVED

L.27.5.4 Estimating Methodology

Offeror shall provide the basis for the labor estimate. If an offeror is using a prior effort as a basis for the estimate, the offeror shall explain why that prior effort is similar to this requirement and what adjustments, if any, were made to the prior effort. If the offeror is using standard corporate estimating methodology to generate the estimate, explain the basis of this methodology and how it

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pertains to this requirement, and any adjustments made. If a detailed analysis of the baseline and final document requirements was used to generate the estimate explain the basis and results of the detailed analysis.

L.27.5.5 Labor Estimate

Offeror shall provide a detailed labor estimate in the format provided in Attachment 9. The estimate shall be time phased, by month, with start date of contract award and concluding with delivery of a final approved manuals/ ETMs. The offeror shall modify Attachment 9 as necessary to identify the various skill levels proposed for each skill category. The total hours needed to complete the manual should be indicated. This total shall be directly traceable to the price of the manual submitted in Attachment 12.

L.27.5.6. Narrative Explanation

Your proposal shall describe how you intend to go from your current TM(s) to delivery of the Maintenance TMs and ETM requirements in accordance with Section C, Exhibit K and CDRLs B004 - B007 and C004 - C007.

Identify if you plan on subcontracting any or all of the publication effort. Identify who your intended subcontractor(s) are.

Describe your (prime and sub(s)) controls and processes, personnel, facilities and equipment used for the development, hands-on validation, correcting, processing, handling and delivery of the restructured, re-paginated commercial manual with supplemental data (SD) incorporated into TMs/ETMs to meet our delivery requirements.

Offerors shall provide a narrative explanation of each labor category employed. This narrative shall explain the basis of the estimate, tied to the estimating methodology identified above. If an individual labor category is estimated with a methodology other than explained above, provide the basis of the estimate. Prime contractor shall include all direct hours to produce both maintenance manuals and RPSTLs, including subcontracts. Offerors shall explain the basis of the individual skill levels within a skill category. Offerors shall explain the time phasing of the hours against the interim milestones and the final delivery of both maintenance manuals and RPSTLs.

L.28 Volume 4 Factor 3: Price

L.28.1. The offeror shall provide all proposed prices in Attachment 12 (Proposed Prices and Total Evaluated Price Spreadsheet) of the solicitation. When the offeror electronically enters all proposed unit prices in Attachment 12, using Microsoft Excel, the total evaluated price is automatically calculated (and shown) in that electronic file. With its offer, the offeror shall include the completed electronic version of Attachment 12, in Microsoft Excel, with all the original formulas still embedded in the file. This spreadsheet includes all CLINs in Section B. The Price volume shall include all information indicated below. All amounts in Attachment 12 and in the Price Volume shall be in U.S. dollars. To aid in the Governments evaluation of price reasonableness, the offeror shall provide the following information in the Price Volume of the proposal:

- a. State the exchange rate (if applicable) being used to convert any currency to U.S. dollars.
- b. For CLINs 0101AA, 0102AA, and 0103AA, break down the proposed unit price for each CLIN into the following dollar amounts:
 - Base production price per vehicle
 - Price for nonrecurring engineering costs
 - Price for FAT and FAT report
 - Price for contractor support of government testing
 - Price for tester training
 - Price for shipping vehicle to test site and return shipping
 - Price for UID development
 - Other (list/identify by name and amount)
 - Total unit price (sum of the above)
- c. Supporting Data for CLINs 0101AB, 0102AB, and 0103AB:

Regarding the price for the base commercial vehicles, provide a copy of the current published catalog price or published price list (if any) that is available to your commercial customers or provided to your dealers or distributors. Also identify (as a percentage) and explain any discounts included in your offered prices for these CLINs.

Regarding the prices for Government-unique requirements (military modifications) that the offeror has included within the production prices, for the first ordering year provide the unit price for each Government-unique requirement (within CLINs 0101AB, 0102AB and 0103AB only) using Attachment 11 to this solicitation.

d. For second and third ordering year CLINs (shown on Attachment 8) covering I&KPT and NET, provide information to support each proposed price, in the format provided as Attachment 8 to this RFP.

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e. For all Technical Assistance CLINs (those ending in 13AA,13AB and 13AC in each ordering year), in the Price Volume break down each proposed price per man-day into the following elements:

- direct labor cost
- other direct cost
- indirect cost
- profit

Total price per man-day (sum of the above)

f. For CLINs 0104AA, 0105AA, 0106AA, 0107AA, 0108AA, 0115AA, 0116AA, and 0117AA, provide a copy of the current published catalog price or published price list (if any) that is available to your commercial customers or provided to your dealers or distributors. Also identify (as a percentage) and explain any discounts included in your offered prices.

L.28.2. If necessary, the Government reserves the right to request additional information to aid in its evaluation of price reasonableness.

L.29 Volume 5 Factor 4: Logistics Past Performance/Small Business Participation

L.29.1 Subfactor 1: Logistics Past Performance

a. The Offeror is required to provide the following under this subfactor:

1. Identify who will perform the logistics effort for this contract. If the logistics effort will be performed by a subcontractor, indicate whether you have worked with this subcontractor in the past.

2. For prior logistics contracts which are considered recent and relevant to the logistic portion of Section C Statement of Work, include in Volume 5 the information specified in L.29.1.a.4.a. through L.29.1.a.4.e. below.

3. Additionally, for each contract identified under L.29.1a.2. above, issue a past performance questionnaire in accordance with the instructions in L.29.1 paragraph h. below. The Offeror shall see the instructions in L.29.1 paragraph h. requesting early submission of certain Past Performance information.

4. Recent/Relevant Contract Information: The Offeror shall identify and submit no more than 7 of the most recent/relevant Contracts for each of the Prime and each (if any) logistic subcontractor. Recent contracts are those with any performance occurring within the three years prior to the date this RFP was issued. Offerors can demonstrate the relevance of their Past Performance by focusing on the following specific efforts and their similarity to the requirements of this solicitation:

- i) Development of MIL-STD-40051 Operator and Maintenance TMs
- ii) Development of supplemental data for authenticated commercial manuals
- iii) Development of CCSS Repair Parts and Special Tools List (RPSTL) TMs
- iv) Development of Electronic Technical Manuals (ETMs)
- v) Development of provisioning data
- vi) Development of New Equipment Training materials
- vii) Development of Maintenance Analysis
- viii) Development of packaging data

For each of your recent/relevant past contracts, provide the following information:

- (a) Contract Number
- (b) Contract type
- (c) Award Price/Cost
- (d) Original delivery schedule
- (e) Final, or projected final delivery schedule
- (f) For other than firm fixed price contracts, the estimated or target cost and the actual cost
- (g) Your (or your logistic subcontractors) CCR, CAGE and DUNS numbers
- (h) Government contracting activity address, telephone number, and e-mail
- (i) Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
- (j) Government contracting activity technical representative, or COR, telephone number and e-mail
- (k) Government contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
- (l) Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation

(m) For the listed contracts, your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.

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b. Cancellations and Terminations: Identify any recent contracts, which have been terminated or that are in the process of being terminated, or canceled for any reason, in whole or in part (regardless of whether its requirements were/are similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your logistics subcontractors contracts. Provide the information requested in L.29.1a.4. above for any of these contracts. If there were no cancellations or terminations, state that.

c. Corporate Entities: If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

The Offeror shall also provide the above requested information for any proposed logistic subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

d. Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also, provide similar information to that identified above in L.29.1a.4., for those contracts that these key personnel were involved in with those previous employers.

e. Predecessor Companies: If you, or your logistic subcontractor, only has relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

f. Contacting References: Offerors are advised that the Government may contact any of the references that the Offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

g. Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to your proposal, or reject your proposal if we do not receive the information requested.

h. Questionnaires: A past performance questionnaire is provided at Attachment 7. For the contracts described in L.29.1a.4., the Offeror shall send a copy of the past performance questionnaire directly to the federal, state or local government agency which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at krausm@us.army.mil no later than five days before the solicitation closing date (See Block #9 of the SF 33 cover page to this solicitation).

In addition, the Offeror is requested to prepare and submit to the Contract Specialist within twenty two days of posting of the final RFP, a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the Contract Specialist via email at krausm@us.army.mil and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer

L.29.2 Subfactor 2 - Small Business Participation This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or location of its manufacturing facility or headquarters.

L.29.2.1 All offerors, including offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned/service-disabled veteran-owned small businesses (VOSBs) and historically black

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colleges/universities and minority institutions (HBCU/MIs).

L.29.2.1.1 If the prime offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), is itself a U.S. small business concern, the offeror's own participation, as a SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of prime offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

L.29.2.2 Small business concern participation, for the base year as well as for each option period/out-year (if any), shall be identified in a table format substantially as follows (note the numbers in this table are sample numbers):

BASE YEAR		
BUSINESS CATEGORY	Dollar Amount (all SubKs)*	Percentage of SB Participation
Total Subcontracting (LB+SB)	\$43.00M	100.00%
SB	\$10.00M	23.25% (\$10M of \$43M)
SDB	\$ 2.15M	5.00% (\$2.15M of \$43M)
WOSB	\$ 2.36M	5.50% (\$2.36M of \$43M)
VOSB	\$ 0.30M	0.69% (\$0.3M of \$43M)
HUBZone SB	\$ 1.00M	2.32% (\$1.0M of \$43M)
HBCU/MI	\$ 0.15M	0.35% (\$0.35M of \$43M)

*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

L.29.2.3 All offerors, regardless of size and whether the offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year (if any), the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific components to be produced or services to be provided by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows (note the numbers and the descriptions in this table are samples):

Base Year			
Name of SB Concern	SB Classifications(s)	Description of Product/Service	Total Dollars
ABC Co.	SB	Wire	\$0.50M
ABC Co.	SB	Plating	\$0.75M
EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

L.29.2.4 As defined below, offerors shall also provide the following:

L.29.2.4.1 Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three calendar years. Firms that have never held a contract incorporating FAR 52.219-9 shall so state.

L.29.2.4.2 All offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract, over the past three years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance, and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

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SECTION M - EVALUATION FACTORS FOR AWARD
M.3 BASIS OF AWARD

- a. Selection of Successful Offeror. The government plans to award one contract for vehicle production and related services and data (CLINS 0101 - 1013) as a result of this solicitation. The objective of the FOL program is to acquire commercially available equipment that provides the Best Value to the government when evaluated in accordance with the criteria described below. We desire the low-risk solution, which is something that already exists as opposed to something that needs to be developed.
- b. Two Step Evaluation Process. The evaluation of proposals in response to this solicitation is structured in two phases. Phase I is an evaluation of the technical merits of the offer. This evaluation will be on an acceptable/not acceptable basis. Any offerors proposal assessed as not acceptable in Phase I will be notified that its proposal will no longer be considered for award.
- c. Under Phase II of the evaluation process, those proposals found acceptable under Phase I will be evaluated using a trade-off process to determine which proposal provides the most advantageous and realistic proposal (i.e. best value) considering the following four factors: Reliability, Logistics, Price, and Logistic Past Performance/Small Business Participation.
- d. Phase I Evaluation. Phase I will be an acceptable/not acceptable evaluation of the Technical approach to meeting the proposed contract requirements. The determination of acceptable will be based on an evaluation of the proposed technical approach against the following definition:

The TIQs (Attachment 2), Technical proposal will be evaluated on an Acceptable/not Acceptable basis. To be considered ACCEPTABLE, the technical proposal must present an approach to the equipment that is assessed as reasonably likely to meet requirements, without major redesign or major modification. The available technical documentation, including such items as commercial literature, specification sheets, and sample commercial vehicle shall be provided, where necessary, to support a conclusion that the approach is feasible and practical. Supporting documentation shall be generally clear and demonstrate an understanding of the overall requirements.

NOTE: Technical performance beyond the minimum acceptable, as defined above, will not be carried over into Phase II evaluation and given evaluation credit. The end result of Phase I will be on an acceptable/not acceptable basis.

- e. Phase II Evaluation. Phase II of the evaluation is a best value process to select the most advantageous and realistic offer from among those Phase I proposals assessed as acceptable. Under Phase II, the Government will weigh the merits in Reliability, Logistics and Logistics Past Performance/Small Business factors against the evaluated price to the Government to determine which proposal, in its judgment, represents the best value. The Technical Factor Phase I proposal will not be considered in the Phase II best value award decision. As part of the trade-off determination of best value, the relative advantages, disadvantages, and risks of each proposal will be considered.
- f. Sample Commercial Vehicles. The vehicles will be used to validate/verify the TIQs in Phase I and as necessary, any portion of your written proposal in Phase II.
- g. The Government intends to award a contract without discussions, but reserves the right to hold discussions, in any phase of the evaluation, if necessary. Where award will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a).
- h. Rejection of offers. Offerors must carefully read, understand, and provide all information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instructions you do not understand, request clarification from the Contracting Officer. The circumstances that may lead to the rejection of a proposal are:
- (1) The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:
 - (i) when a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms and does not provide support and elaboration as specified in Section L of this solicitation.
 - (ii) a proposal fails to provide any of the data and information required in Section L.
 - (iii) proposal provides some data but omits significant material data and information required by Section L.
 - (iv) proposal merely repeats the contract Scope of Work without elaboration.
 - (2) Reflects an inherent lack of technical competence or failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in cost and/or price and/or unrealistic in terms of technical or schedule commitments.
 - (3) Contains any unexplained significant inconsistency between the proposed effort and cost and/or price, which implies the

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offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.

(4) Is unbalanced as to cost or price. An unbalanced offer is one which is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price for each ordering period and each option year.

(5) Is unaffordable.

(6) Offers a product or service that does not meet all stated material requirements of the solicitation.

i. Risk Assessment. The government will assess the capability of each offeror in four factors: Reliability, Logistics, Price, and Logistics Past Performance and Small Business. (See M.4 below.) The government will assess the risk of successful performance. For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

Proposal Risks. Proposal Risks are those risks associated with an offerors proposed approach in providing goods and/or services in accordance with the terms and conditions of the contract. Terms and conditions include, for example, the performance, quality, and timeliness requirements of the contract. The government will consider the following, and may take into account, other relevant considerations, when it assesses risk: (i) the feasibility and probability of the approach meeting specific requirements of the solicitation, (ii) the adequacy, precision, and clarity of the analysis techniques, including rationale, and (iii) the general quality of the proposal, including, for example, understanding of the requirement, completeness and thoroughness of the proposal. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Reliability Factor, Logistics Factor, Price Factor and Logistics Past Performance/Small Business Participation Factor.

Performance Risks. Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offerors record of past and current performance. The SSEB will assess performance risk in the Logistics Past Performance/Small Business Participation Factor.

j. Contractor Responsibility And Eligibility For Award. To be eligible for award, you must be determined responsible by the Contracting Officer. A pre-award survey may be used to aid in this determination. The Government will award a contract to the offeror that: represents the best value to the Government, submits a proposal that meets all the material requirements of this solicitation, and meets all the responsibility criteria at FAR 9.104. To make sure that you meet the responsibility criteria at FAR 9.104, the Government may arrange a visit to your plant and perform a pre-award survey or ask you to provide financial, technical, production, or managerial background information. If you do not provide the Government with the data requested within 7 days from the date you receive the request, or if you refuse a Government visit to your facility, the Government may determine you non-responsible. If the Government visits your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for the team to review.

k. Determination of Responsibility. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Government may assess the offerors financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Governments requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$100,000 per performance period or if the subcontracted work is critical to the whole) to aid the Procuring Contracting Officer (PCO) in the evaluation of each offerors proposal and ensure that a selected contractor is responsible. The SSEB will consider the results of any such Pre-Award Surveys in the selection decision. No award can be made to an offeror who has been determined to be not responsible by the PCO.

M.4 SOURCE SELECTION CRITERIA AND THEIR RELATIVE IMPORTANCE.

M.4.2 Best Value Evaluation

a. To determine the best value, we will evaluate the following factors:

- Reliability
- Logistics
- Price
- Logistic Past Performance/Small Business Participation

The Reliability factor is more important than the Logistics factor. The Logistics factor is more important than the Price factor. The

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Price factor is significantly more important than the Logistics Past Performance/Small Business factor. When combined, the Reliability, Logistics, and Logistics Past Performance/Small Business factors are significantly more important than the Price factor.

b. The Price Factor and non-Price Factors of each proposal will be evaluated. The non-price factors combined are significantly more important than Price. However, the closer the offerors evaluations are in the non-price factors, the more significant Price becomes in the decision. The fact that Price is not the most important consideration does not mean that it may not be the controlling factor: 1) in circumstances where two or more proposals are considered equal; 2) when an otherwise superior proposal is unaffordable; or 3) when advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.5 FACTOR 1:RELIABILITY

The Government will evaluate the offerors proposal and prepare a narrative risk assessment of the ability of the offered Light Type II and Heavy Types I/II to demonstrate a 160 hour MTBEFF with at least 80% confidence during a RAM test of at least 685 hours. The evaluation will be based on the credibility and traceability of the information provided for review to substantiate the offerors claim of MTBEFF. Offerors who credibly propose an MTBEFF greater than 160 hours will be given credit only for the reduced risk of meeting this level of reliability. A reliability program which currently exists and exhibits credible application of reliability principles, will generally be considered to reduce risk.

M.6 FACTOR 2: LOGISTICS.

The Logistics evaluation will be based on information received in the written proposal. Logistics has five subfactors: Global Support, Ease of Maintenance, Transportability, Commonality, and Maintenance Manuals. Global Support is more important than Ease Of Maintenance. Transportability, Commonality, and Maintenance Manuals are approximately equal in importance to each other, each of which is less important than Ease of Maintenance.

M.6.1. Subfactor 1: Global Support. The Government will evaluate the offerors proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide global repair parts availability for the FOL. A parts support capability which currently exists for the FOL, and is successfully operating, will generally be considered a superior solution. Proposed solutions that require more extensive changes/additions to the offerors existing part support system may be considered as having progressively higher risk of credibly providing the required global parts support. The Government will also evaluate the offerors proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide timely global technical services support for the FOL. A technical service network consisting of selling and servicing dealerships that employ technical service representatives who are certified by the FOL manufacturer and are immediately available to assist Army units at the locations listed in L.27.1, for timely service support, will generally be considered a superior solution. Progressively higher risk of providing timely global technical service support may be assigned to offerors having either no, or few, servicing and selling dealerships which offer technical service representatives (certified by the manufacturer).

M.6.2 Subfactor 2 - Ease of Maintenance. The government will evaluate the offerors proposal and prepare a narrative risk assessment based on the probability that the offerors system will minimize the maintenance burden on the Army units. Ease of Maintenance will be evaluated as follows:

a. Ease of Removal and Replacement/Modular Design. We desire a vehicle designed for ease of removal and replacement of the major components/assemblies. A current vehicle offering modular components/assemblies and designed for ease of removal and replacement of components is a system which minimizes the maintenance burden on the Army units and will generally be considered a superior solution. The Government will evaluate the extent that modularity is considered in the design process also we will compare your task times for removing and replacing components listed in L.27.2 to the current systems (2.5 yd: 3805-01-150-4814, 4.5 yd.: 3805-01-052-9042, and 5 yd: 3805-01-052-9043.) Those vehicles offering equal to or longer task times will generally be considered to impose a progressively higher maintenance burden on the Army.

b. Diagnostics. We desire the vehicle with the capability to diagnose the greatest number of mission essential fault conditions. A current vehicle offering completely embedded diagnostic capability is reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Those vehicles offering less than completely embedded diagnostic capability will generally be considered to impose a progressively higher maintenance burden on the Army.

c. Scheduled Maintenance. We desire a vehicle that requires the least amount of scheduled maintenance. We will compare the number of tasks, frequency, parts cost, and man-hours associated with the required maintenance actions on Attachment 10 to the current systems (2.5 yd: 3805-01-150-4814, 4.5 yd.: 3805-01-052-9042, and 5 yd: 3805-01-052-9043.) Current vehicles offering fewer maintenance tasks, longer intervals, lower parts cost and fewer man-hours are reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Those vehicles offering equal to or more maintenance tasks, shorter intervals, higher parts cost and equal to or more man-hours will generally be considered to impose a progressively higher maintenance burden on the Army.

M.6.3 Sub-factor 3 -- Transportability.

M.6.3.1 We desire vehicles that require the least amount of disassembly and re-assembly, using the fewest tools, personnel, and

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equipment, and in the shortest time, to meet the smallest transportability envelope requirements (in paragraphs 3.3.3 and 3.3.4) of the PD. We will evaluate your proposal submission and assess the extent to which your proposed times for preparation for C-130 air transport (Light Type II) and highway transport (Heavy Types I/II) are achievable, and meet the requirements of not more than 60 minutes. Offerors who are assessed as credibly offering less time than the maximum time in the PD, up to the desired performance of no preparation time for shipment will be provided additional credit in the evaluation; this could be an assigned advantage or a higher merit rating, or both. Offerors who receive credit in the evaluation for proposing less time than the maximum allowed will have the specific proposed time for preparation incorporated as a requirement of the resulting contract.

M.6.3.2 We also want to ensure the offeror understands MIL-STD-209 requirements for design of lift and tie down provisions. We will evaluate your understanding of, and technical approach to meeting, those transport requirements, and assess the risk of successfully meeting that requirement.

M.6.4 Subfactor 4 Commonality. The government will evaluate the offerors proposal and prepare a narrative assessment based on the extent to which the offered vehicles provide commonality between Light Type II and Heavy Type I/II that benefits the Army (i.e., how commonality reduces or does not place an additional burden on the Armys logistics footprint).

M.6.5 Subfactor 5 Maintenance Manuals (-23 and -23P)

The Government will assess the proposal and assign an adjectival rating and risk rating indicating the likelihood that the offeror will deliver maintenance manuals that meet the Governments requirements in accordance with the schedule.

M.7 FACTOR 3: PRICE

M.7.1. The Price Factor evaluation will consider the total evaluated price. The assessment of total evaluated price will include an assessment of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.7.2 . The total evaluated price amount will be used in the trade-off evaluation. The total evaluated price amount is the sum of all CLINs and options. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities on Attachment 12, and shall be calculated per Attachment 12. For calculation of the First Destination transportation charges, Attachment 12 will use the simple average of the prices proposed per zone, multiplied by the total estimated quantity per year.

M.8 Factor 4 LOGISTIC PAST PERFORMANCE/SMALL BUSINESS PARTICIPATION

We will conduct a past performance evaluation to assess performance risks which are defined as those risks associated with your likelihood of success in performing the solicitation's requirements. This Factor has two Subfactors, Logistics Past Performance and Small Business Participation. Subfactor 1 is significantly more important than Subfactor 2.

M.8.1 Subfactor 1 - Logistics Past Performance. The assessment of Past Performance will be based on the offerors and/or logistics subcontractors (if applicable) current and past record of contract performance, of contracts performed within the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required logistic effort. When addressing performance risk, the Government will focus its inquiry on the offerors and/or logistics subcontractors record of performance as related to program requirements including;

M.8.1.1 Considerations: We will consider the record of the following for logistic data:

- a. Technical: Conformance to specifications and standards of good workmanship
- b. Schedule: Adherence to delivery schedules, program schedules, and problem solving ability.
- c. Business Relations: Responsiveness, reasonableness, cooperative behavior, communicative behavior, and commitment to customer satisfaction.

M.8.1.2 A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

M.8.1.3 In evaluating each offerors performance history, the Government will look at the offerors delivery performance, and/or that of the logistics subcontractor, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed subcontractors fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

M.8.1.4 Additionally, the offeror may be evaluated based on other internal Government or private source information. While the

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Government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the offeror.

M.8.2 Subfactor 2 - Small Business Participation

M.8.2.1 The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/Mis) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

M.8.2.2 The evaluation will include the following.

M.8.2.2.1 The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern):

M.8.2.2.2 The complexity of the items/services to be furnished by U.S. small business concerns;

M.8.2.2.3 An assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offerors proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9; and

M.8.2.3 Offerors are advised that they will be evaluated, under the Small Business Participation Subfactor, based upon the risk, and extent, of the offeror credibly achieving the Governments goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 23% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services of extreme complexity.

*** END OF NARRATIVE M 001 ***